



भारत का राजपत्र

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सं. 15] मई दिल्ली, अप्रैल 5—अप्रैल 11, 2009, शनिवार/वैद्र 15—चैत्र 21, 1931
No. 15] NEW DELHI, APRIL 5—APRIL 11, 2009, SATURDAY/CHAITRA 15—CHAITRA 21, 1931

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक् संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)
(आयुक्त का कार्यालय, केन्द्रीय उत्पाद शुल्क)
सं. 01/2009-कस. (एन. टी.)
कोलकाता, 19 मार्च, 2009

का.आ. 841.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली, के सीमा शुल्क अधिनियम, 1962 (1962 का 52) के खण्ड (क) के अंतर्गत सीमा शुल्क अधिनियम, 62 जिसे अधिसूचना सं. 33/1994-सीमा शुल्क (गैर-तकनीकी) दिनांक 1 जुलाई, 1994 के साथ पढ़ा जाए, की धारा (9) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, मैं सौजा-ब्राह्मणपाड़ा, ग्राम-ब्राह्मणपाड़ा, पोस्ट-ब्राह्मणपाड़ा, थाना-हरिपाल, जिला-हुगली, पिन-712405 जो कि पश्चिम बंगाल राज्य में है, को एक सीमित अवधि के लिए 100 प्रतिशत निर्यातोन्मुख घण्डारण इकाई के रूप में घोषित करता हूँ।

[सी. सं. IV(14)/5/सीई/पी.आर.ओ./कोल.-IV/06/1598-1788]
डॉ. पी. बाबू, आयुक्त

MINISTRY OF FINANCE
(Department of Revenue)
(OFFICE OF THE COMMISSIONER OF CENTRAL
EXCISE)
No. 01/2009-CUS. (N.T.)
Kolkata, the 19th March, 2009

S.O. 841.—In exercise of the powers conferred upon me under Section (9) of Customs Act, 1962 read with notification No. 33/1994-Customs (NT) dated 1st July, 1994 by Government of India, Ministry of Finance, Department of Revenue, New Delhi under clause (a) of Section 152 of the Customs Act, 1962 (52 of 1962), I hereby declare the Mauza:- Brahmanpara at Village-Brahmanpara, P.O. Brahmanpara, P.S. Haripal, District-Hoogly, Pin-712405 in the State of West Bengal as a Warehousing Station for the limited purpose of setting up of 100% Export Oriented Unit.

[C. No. IV(14)/5/CE/PRO/Kol.-IV/06/1598-1788]

DR. P. BABU, Commissioner

(OFFICE OF THE CHIEF COMMISSIONER OF
CENTRAL EXCISE)

ORDER No. 02/2009—SERVICE TAX

CORRIGENDUM

Bangalore, the 26th March, 2009

S.O. 842.—In the Notification No. 01/2009—Service Tax dated 27th February, 2009 issued by this office under File C. No. IV/16/294/2008 CC CEx (BZ), the word “NOTIFICATION No.01/2009—SERVICE TAX” shall be corrected to read as “ORDER No. 01/2009—SERVICE TAX”.

[C. No. IV/16/294/2008 CC CEx (BZ)]

LALITHA JOHN, Chief Commissioner

(सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क मुख्य आयुक्त का कार्यालय)

सं. 01/2009—सीमा शुल्क (एन.टी.)

कोयम्बतूर, 24 मार्च, 2009

का.आ. 843.—सीमा शुल्क अधिनियम, 1962 की धारा 152, खंड (ए) के अंतर्गत जारी भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 14/2002-कस-(एनटी) दिनांक 7 मार्च, 2002 के साथ पटित यथा संशोधित अधिसूचना सं. 33/1994-कस-(एनटी) दिनांक 1 जुलाई, 1994 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, टी. प्रेमकुमार, मुख्य आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, कोयम्बतूर एतद्वारा तमिलनाडु राज्य के तिरुपुर जिला के तिरुपुर तालुक के वीरपांडी गांव के “कुप्पान्नमपालयम” को सीमाशुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत भंडागरण स्टेशन घोषित करता हूँ।

[सं. VIII/40/2/2009-कस. (सी.सो.ओ.)]

टी. प्रेमकुमार, मुख्य आयुक्त

(OFFICE OF THE CHIEF COMMISSIONER OF
CUSTOMS AND CENTRAL EXCISE)

No. 1/2009-CUSTOMS (N.T.)

Coimbatore, the 24th March, 2009

S.O. 843.—In exercise of the powers conferred vide Notification No. 33/94-Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi issued under clause (a) of Section 152 of the Customs Act, 1962, read with Notification No. 14/2002-Cus (NT) dated 7th March, 2002, as amended, I, T. Premkumar, Chief Commissioner of Customs and Central Excise, Coimbatore, hereby declare “KUPPANDAMPALAYAM” of Veerapandi Village of Tirupur Taluk, Tirupur District in the State of Tamil Nadu, to be a Warehousing Station under Section 9 of the Customs Act, 1962.

[C. No. VIII/40/2/2009-CUS (CCO)]

T. PREMKUMAR, Chief Commissioner

सं. 2/2009—सीमा शुल्क (एन.टी.)

कोयम्बतूर, 27 मार्च, 2009

का.आ. 844.—सीमा शुल्क अधिनियम, 1962 की धारा 152, खंड (ए) के अंतर्गत जारी भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 14/2002-कस-(एनटी) दिनांक 7 मार्च, 2002 के साथ पटित यथा संशोधित अधिसूचना सं. 33/1994-कस-(एनटी) दिनांक 1 जुलाई, 1994 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, टी. प्रेमकुमार, मुख्य आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, कोयम्बतूर एतद्वारा तमिलनाडु राज्य के कोयम्बतूर जिला के तिरुपुर तालुक के वीरपांडी गांव के “कण्णियूर” गांव को सीमाशुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत भंडागरण स्टेशन घोषित करता हूँ।

[सं. VIII/40/1/2009-कस. (सी.सो.ओ.)]

टी. प्रेमकुमार, मुख्य आयुक्त

No. 2/2009-CUSTOMS (N.T.)

Coimbatore, the 27th March, 2009

S.O. 844.—In exercise of the powers conferred vide Notification No. 33/94-Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi issued under clause (a) of Section 152 of the Customs Act, 1962, read with Notification No. 14/2002-Cus-(NT) dated 7th March, 2002, as amended, I, T. Premkumar, Chief Commissioner of Customs and Central Excise, Coimbatore, hereby declare “KANTYUR” Village of Palladam Taluk, Coimbatore District in the State of Tamil Nadu, to be a Warehousing Station under Section 9 of the Customs Act, 1962.

[C. No. VIII/40/1/2009-CUS (CCO)]

T. PREMKUMAR, Chief Commissioner

(मुख्य आयुक्त आयुक्त का कार्यालय)

सं. 20/2008-09

जयपुर, 31 मार्च, 2009

का.आ. 845.—आयुक्त नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयुक्त अधिनियम, 1961 (1961 का 43वाँ) की धारा 10 के खंड (23सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य आयुक्त आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2008-2009 एवं आगे के लिए कथित धारा के उद्देश्य से “स्टेप बाई स्टेप रिस्क समिति, जयपुर” को स्वीकृति देते हैं।

भल्ले कि समिति आयुक्त नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयुक्त अधिनियम, 1961 की धारा 10 के उप-खंड (23सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करें।

[सं. मुख्याय/अआआ/(मु.)/जय./10(23सी)(vi)/08-09/4538]

टी. एस. डिल्सो, मुख्य आयुक्त आयुक्त

(OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX)

No. 20/2008-09

Jaipur, the 31st March, 2009

S.O. 845.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “Step by Step Shiksha Samiti, Jaipur” for the purpose of said Section for the A. Y. 2008-2009 & onwards :

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT (Hqrs.)/10(23C) (vi)/2008-09/4538]

B. S. DHILLON, Chief Commissioner

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 31 मार्च, 2009

का.आ. 846.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम ५ग और ५ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनार्थ दिनांक 1-4-2007 से संगठन लेप्रा सोसायटी सिक्कदावाद को निम्नलिखित शर्तों के अधीन आशिकरूप से अनुसंधान कार्यकलापों में संलग्न ‘अन्य संस्था’ की श्रेणी में अनुमोदित किया गया है, नामतः :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा इसके नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दराई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में वथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय की विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आमुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्यकलाप करना बंद कर देगा अथवा इसके अनुसंधान कार्यकलाप को जायज नहीं पाया जाएगा; अथवा
- (ड) उक्त नियमावली के नियम ५ग और ५ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खण्ड (ii) के उपबंधों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 34/2009/फा. सं. 203/101/2008/आ.क.नि.-II]

पद्म सिंह, अवर सचिव

(Central Board of Direct Taxes)

New Delhi, the 31st March, 2009

S.O. 846.—It is hereby notified for general information that the organization LEPRA Society, Secunderabad has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2007 in the category of 'other Institution partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

(iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- ceases to carry on its research activities or its research activities are not found to be genuine; or
- ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act, read with Rules 5C and 5E of the said Rules.

[Notification No. 34/2009/
F. No. 203/101/2008/ITA-II]
PADAM SINGH, Under Secy.

मुख्य आयकर आयुक्त द्वारा कार्यस्थ

दिल्ली, 17 मार्च, 2009

आयकर अधिनियम, 1961 की धारा 10 (23सी)(vi) के अधीन अनुमोदन

का.आ. 847.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23सी) के उप-खण्ड (vi) के साथ पठित आयकर नियम 1962 के नियम 2सी ए द्वारा प्रदत्त शर्कितों का प्रयोग करते हुए, उपरोक्त उप-खण्ड में इसाए गए प्रमोजानों के लिए नियरिट वर्ष 2009-10 से द सी एम.एस. एजुकेशन ट्रस्ट, एस.एफ.सी. 231, मरप्पानैकनपट्टी ग्राम, एरनापौरम पोस्ट, नामककल तालुक, नामककल जिला को निम्नलिखित शर्तों के अनुसार अनुमोदन दिया जाता है :—

- नियरिटी आयकर अधिनियम की धारा 1961 की धारा 10 के खण्ड (23सी) के उप-खण्ड (vi) के साथ पठित आयकर नियम, 1962 के 2सी ए के प्रावधानों के अनुसार अनुपालन करेगी;
- अधिनियम 10(23सी) के तीसरे परन्तुक के खण्ड (अ) से अपेक्षित यह नियरिटी अपनी आय का उन उद्देशों के लिए, जो दिनांक 2-2-2009 के अनुच्छेद न्यास किलोत्रा द्वारा संस्थापित किया गया है और पूर्णतः और अन्तर्भूत;

उपरोक्त करती है या उपयोग करने के लिए संचयन करती है और यदि उसकी आय का उद्देश प्रतिशत या उससे अधिक का संचयन हो जाता है वहाँ उसकी आय का संचयन की अवधि किसी भी दशा में पांच वर्ष से अधिक नहीं होती;

- अधिनियम 10(23सी) के तीसरे परन्तुक के खण्ड (ब) के उप-खण्ड (5) से अपेक्षित तथा धारा 11 की उप-धारा (5) में विनियरिट एक या अधिक रूपों या पक्षों में किसी भी अवधि के लिए यह नियरिटी अपनी निधि से अन्यथा निवेशों और निष्केपों (आभूषण एवं फर्मीचर या ऐसी वस्तु के रूप में प्राप्त और रखे गए स्पैष्टिक अभिदान के अलावा) में नहीं करेगी;
- यह अनुमोदन किसी ऐसी आय के लिए लागू नहीं होगा जो नियरिटी द्वारा कारोबार, व्यापार से प्राप्त होती है या कारोबार या व्यापार से अंतित आय का प्रयोग या प्रतिबारण ऐसे कारों की सेक्ट में प्रदान किया गया है;
- अधिनियम की धारा 10(23सी) के दसवें परन्तुक के अनुसार यह नियरिटी अपनी बहियाँ लेखा परीक्षित कराएगी और अधिनियम की धारा 139(4सी) के अनुसरण में नियमित तौर पर लेखा परीक्षा की रिपोर्ट के साथ विवरणी फाइल करेगी;
- न्यास के घंग होने पर उसके अधिकार एवं आस्तियां ऐसे संगठन को दी जाएंगी जो पूर्णतः सार्वजनिक, धार्मिक और धूत प्रयोजनों के लिए है और लाभ के प्रयोजनार्थ नहीं है और अधिनियम की धारा 13(3) में विनियरिट अनुसार उसका कोई भी भाग प्रत्यक्ष या अप्रत्यक्ष रूप से नियरिटी के हिताधिकारी या अन्य किसी को नहीं जाएगा;
- अधिनियम 10(23सी) के पंद्रहवें परन्तुक तथा धारा 115 वीडीयो के साथ पठित यह अनुमोदन अनाम संदर्भों के लिए लागू नहीं होगा।

3. उपरोक्त अनुमोदन अधोहस्ताक्षरी द्वारा वापस ले लिया माना जाएगा यदि अधिनियम की धारा 10(23सी) के पंद्रहवें परन्तुक के अनुसरण में नहीं है तथा अनुच्छेद 2(अ) के अनुसार तत्पश्चात् यह पाया जाता है कि नियरिटी की आय उपयोग नहीं की गई है या अनुच्छेद 2(iii) के अनुच्छेद उसकी निधि निष्केप जमा नहीं की गई है या उसकी मात्रित्वाधियां असती या प्रमाणिक नहीं हैं या गतिविधियां स्वीकृत अनुच्छेद में उल्लिखित सभी या किसी शर्तों के अनुसार नहीं की जा रही हैं।

[सी सं: 935(12)/मु.आ./विची/2008-09]

कमल कांत त्रिपाठी, मुख्य आयकर आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF
INCOME-TAX**

Trichy, the 17th March, 2009

**APPROVAL UNDER SECTION 10(23C)(v) OF THE
INCOME-TAX ACT, 1961**

S.O. 847.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962, the C.M.S. Educational Trust, S. F. No. 231, Marappanaikanpatty Village, Eranapuram Post, Namakkal Taluk, Namakkal-District is hereby approved for the purposes of the said sub-clause, from the assessment year 2009-2010 onwards, subject to the following conditions :

2. (i) The assessee shall conform to and comply with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.
- (ii) The assessee shall apply its income or accumulate the same for application wholly and exclusively towards its objects as amended w.e.f. 2-2-2009 by the supplementary trust deed and, in case more than fifteen per cent of its income is accumulated, the period of accumulation of the same shall in no case exceed five years, as required in clause (a) of the third proviso to section 10(23C) of the Act.
- (iii) The assessee shall not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery or furniture) for any period otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11 of the Act, as required in clause (b) of the third proviso to section 10(23C) of the Act.
- (iv) The approval shall not apply in relation to any income from any activity in the nature of trade, commerce or business or rendering of any service in relation to trade, commerce or business irrespective of the nature of use or application or retention of income from such activity.
- (v) The assessee shall get its accounts audited in accordance with the tenth proviso to section 10(23C) of the Act and regularly file its return along with the audit report in accordance with section 139(4C) of the Act.
- (vi) In the event of dissolution of the assessee trust, its surplus and assets shall be given to an organization which exists solely for

educational purposes and not for the purposes of profit and no part of the same shall go directly or indirectly to any of the beneficiaries of the assessee or anybody specified in section 13(3) of the Act.

(vii) The approval shall not apply in relation to anonymous donations in terms of the fifteenth proviso to section 10(23C) r.w.s. 115BBC of the Act.

3. The above approval is liable to be withdrawn by the undersigned in accordance with the thirteenth proviso to section 10(23C) of the Act, if it is subsequently found that the income of the assessee trust is not applied in accordance with para 2(ii) supra, or its funds are not invested or deposited in accordance with para 2(iii) supra, or its activities are not genuine, or if they are not being carried out in accordance with all or any of the conditions subject to which the approval is granted.

[C. No. 935(12)/CCIT/TRY/2008-09]

K. K. TRIPATHI, Chief Commissioner

केन्द्रीय उत्पाद एवं सीमा शुल्क मुद्य आयुक्त का कार्यालय

अधिसूचना सं. 01/2009 (सी. श.)

विशाखापट्टनम्, 31 मार्च, 2009

का.आ. 848.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सी.श. (गैटे) दिनांक 1 जुलाई, 1994 यथा संशोधित अधिसूचना संख्या 122/2004-सी.श. (गैटे) दिनांक 25-10-2004 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, आंध्र प्रदेश राज्य के कडपा जिले के जम्मलमाडुगु मंडल में स्थित सुनपुरल्लापल्ली ग्राम पंचायत के तुगुरलपल्ली ग्राम को सीमा शुल्क अधिनियम, 1962 (1962 का 52) के खंड 9 के अंतर्गत भाण्डागार केंद्र घोषित करता हूँ।

[फा. सं. VIII/40/05/2008-मु.आ. (वि.क्ष.)]

पी. एन. विट्टल दास, मुद्य आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF
CUSTOMS AND CENTRAL EXCISE**

Notification No. 1/2009—Cus

Visakhapatnam, the 31st March, 2009

S.O. 848.—In exercise of the powers conferred on me by Notification No. 33/94-Cus(NT), Dated : 1-7-1994 as amended by Notification No. 122/2004-Cus(NT), Dated : 25-10-2004 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare Thongutlapalli Village of Suninapurallapalli Grama Panchayat, Jammalamadugu Mandal, Kadapa District, in the state of Andhra Pradesh to be a Warehousing Station, under Section 9 of the Customs Act, 1962 (52 of 1962).

[F. No. VIII/40/05/2008-CC(VZ)]

P. N. VITAL DASS, Chief Commissioner

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 2 मार्च, 2009

का. आ. 849.—कोड सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग इसरों हुए भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अथवा :—

2. क्रम सं. 45 के मामने संबंध 2 और 3 की मौजूदा प्रविधियों में पुणे विश्वविद्यालय, पुणे द्वारा प्रदत्त डिग्री की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में निम्नलिखित डेंटल कालेजों के संबंध में उसके नीचे निम्नलिखित प्रविधियां अन्तःस्थापित की जाएंगी :—

“IV. डॉ. डी. वाई. पाटील डेंटल कालेज एवं अस्पताल, पिंपरी, पुणे

मास्टर ऑफ डेंटल सर्जरी

(i) पेडोडोन्टिक्स (यदि यह 21-5-2008 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (पेडो.), पुणे विश्वविद्यालय, पुणे
(ii) ओरल पैथोलॉजी (यदि यह 14-5-2008 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (ओरल पैथो.), पुणे विश्वविद्यालय, पुणे
(iii) ओरल मेडिसिन (यदि यह 20-5-2008 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (ओरल मेड.), पुणे विश्वविद्यालय, पुणे
(iv) पेरियोडोन्टिक्स (यदि यह 22-5-2008 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (पेरियोडोन्टिक्स), पुणे विश्वविद्यालय, पुणे
(v) प्रास्थोडोन्टिक्स (यदि यह 16-5-2008 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (प्रोस्थो.), पुणे विश्वविद्यालय, पुणे
(vi) सामुदायिक दंत चिकित्सा (यदि यह 27-5-2008 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (सामुदायिक दंत चिकित्सा), पुणे विश्वविद्यालय, पुणे
(vii) आर्थोडोन्टिक्स (यदि यह 31-5-2008 को	एमडीएस (आर्थो.), पुणे विश्वविद्यालय, पुणे

अथवा उसके बाद प्रदान की गई हो)

(viii) कन्फरेटिव दंत चिकित्सा
(यदि यह 10-6-2008 को अथवा उसके बाद प्रदान की गई हो)

(ix) ओरल सर्जरी
(यदि यह 3-6-2008 को अथवा उसके बाद प्रदान की गई हो)

[फा.सं. वी. 12017/3/2005-डीई]

राज सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 2nd March, 2009

S.O. 849.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 45, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Degree awarded by Pune University, Pune, the following entries in respect of following dental college shall be inserted thereunder :—

“IV. Dr. D.Y. Patil Dental College & Hospital, Pimpri, Pune

Master of Dental Surgery

(i) Pedodontics (When granted on or after 21-5-2008)	MDS (Pedo.), Pune University, Pune
(ii) Oral Pathology (When granted on or after 14-5-2008)	MDS (Oral Path.), Pune University, Pune
(iii) Oral Medicine (When granted on or after 20-5-2008)	MDS (Oral Med.), Pune University, Pune
(iv) Periodontics (When granted on or after 22-5-2008)	MDS (Periodontics), Pune University, Pune
(v) Prosthodontics (When granted on or after 16-5-2008)	MDS (Prostho.), Pune University, Pune
(vi) Community Dentistry (When granted on or after 27-5-2008)	MDS (Comm. Dentistry), Pune University, Pune

(vii) Orthodontics (When granted on or after 31-5-2008)	MDS (Ortho.), Pune University, Pune
(viii) Conservative Dentistry (When granted on or after 10-6-2008)	MDS (Con. Dentistry), Pune University, Pune
(ix) Oral Surgery (When granted on or after 3-6-2008)	MDS (Oral Surgery), Pune University, Pune"

[F. No. V-12017/3/2005-DE]
RAJ SINGH, Under Secy.

नई दिल्ली, 2 मार्च, 2009

क्र. आ. 850.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 की अनुसूची के भाग-1 में क्रम सं. 74 के बाद निम्नलिखित क्रम संख्या और प्रविष्टियां अन्तःस्थापित की जाएंगी :—

"75. डॉ. एम.जी.आर.	1. थाई मूगाम्बीगई डीडीएस, डॉ. एम.
शैक्षिक एवं अनुसंधान	डेंटल कालेज एवं जी.आर. शैक्षिक एवं
संस्थान, चेन्नई (यूजीसी	अस्पताल, चेन्नई अनुसंधान संस्थान,
अधिनियम, 1956 की	(i) दंत शल्य चेन्नई"
धारा-3 के अधीन	चिकित्सा स्नातक
(स्थापित)	(यदि यह 7-11-07 को अथवा उसके बाद प्रदान की गई हो)

[फा.सं. वी.-12017/35/96-डॉई]

राज सिंह, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 850.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In Part-I of the Schedule to the Dentists Act, 1948 after serial No. 74, the following serial number and entries shall be inserted namely :—

"75. Dr. M.G.R. Educational and Research Institute, Chennai (established w/s 3 of the UGC Act, 1956.)	1. Thai Moogambigai BDS; Dr. M.G.R. Dental College & Hospital, Chennai (i) Bachelor of Dental Surgery (When granted on or after 7-11-2007)
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[F. No. V-12017/35/96-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 2 मार्च, 2009

क्र. आ. 851.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

2. क्रम सं. 30 के सामने संबंध 2 और 3 की मौजूदा प्रविष्टियों में कालीकट विश्वविद्यालय, केरल द्वारा प्रदत्त डिग्री की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में गवर्नरमेंट डेंटल कालेज, कोजीकोड के संबंध में उसके नीचे निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—
"ओरल मेडिसिन एं रेडियोलॉजी एमडीएस (ओरल मेडिसिन), (यदि यह 15-5-2008 को कालीकट विश्वविद्यालय अथवा उसके बाद प्रदान की गई हो)

(iv) पेडोडोटिक्स	एमडीएस (पेडो.), कालीकट विश्वविद्यालय"
(यदि यह 15-5-2008 को अथवा उसके बाद प्रदान की गई हो)	

[फा.सं. वी.-12017/28/2003-डॉई]

राज सिंह, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 851.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2& 3 against Serial No. 30, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Degree awarded by University of Calicut, Kerala the following entries in respect of Government Dental College, Kozhikode shall be inserted thereunder :—

"Oral Medicine & Radiology	MDS (Oral Med.), (When granted on or after 15-5-2008)	University of Calicut
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Pedodontics	MDS (Pedo.), Pune (When granted on or after 15-5-2008)	University of Calicut"
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[F. No. V-12017/28/2003-DE]

RAJ SINGH, Under Secy.

नई विल्ली, 2 मार्च, 2009

का.आ. 852.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की आरा 10 की उप-भारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय जनत चिकित्सक बोरिड से परामर्श करने के बाद एवं द्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित और संशोधन करती है, अर्थात्:—

2. कर्नाटक विश्वविद्यालय, धारवाड़ के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 35 के समान संख्य 2 और 3 की मौजूदा प्रक्रियाओं में उक्त की नीचे निम्नलिखित प्रक्रियाओं अन्तःस्थापित की जाएंगी:—

III. केस्टलैंड सोसायटी द्वारा दंत चिकित्सक विद्यालय संस्थान, बेलगाम

(ii) एमडीएस (आर्थोडोस्टिक्स)
(यदि यह 19-3-1993 को अध्या
उसके बाद लेकिन 12-10-1998
से पहले प्रदान की गई हो)

एमडीएस (आर्थो),
कर्नाटक विश्वविद्यालय,
धारवाड़

3. उसी प्रकार, राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 49 के समान संख्य 2 और 3 की मौजूदा प्रक्रियाओं में उक्त की नीचे निम्नलिखित प्रक्रियाओं अन्तःस्थापित की जाएंगी:—

VI. केस्टलैंड सोसायटी द्वारा दंत चिकित्सक विद्यालय संस्थान, बेलगाम

"(iv) एमडीएस (आर्थोडोस्टिक्स)
(यदि यह 12-10-1998 को
अथवा उसके बाद प्रदान की
गई हो)

एमडीएस (आर्थो),
आर्थोडोस्टोइक्सेस,
कंपनी"

[फा. सं. वी.-12017/7/97-डी ई(खण्ड-II) (डी ई)]
राज सिंह, अधर सचिव

New Delhi, the 2nd March, 2009

S.O. 852.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 35, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to, Karnataka University, Dharwad, the following entries shall be inserted thereunder:—

III. KLE Society's Institute of Dental Sciences, Belgaum

"(ii) MDS (Orthodontics) (if granted on or after 19-3-1993 but before 12-10-1998)

MDS (Ortho.), Karnataka University, Dharwad"

3. Similarly, in the existing entries of column 2 & 3 against Serial No. 49, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to, Rajiv Gandhi University of Health Sciences, Bangalore, the following entries shall be inserted thereunder:—

VI. RGUHS Society's Institute of Dental Sciences, Belgaum

"(iv) MDS (Orthodontics) (if granted on or after 12-10-1998)

MDS (Ortho.), RGUHS, Bangalore."

[No.V-12017/7/97-DE(Vol-II)(DE)]
RAJ SINGH, Under Secy.

नई विल्ली, 30 मार्च, 2009

का.आ. 853.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की आरा 10 की उप-भारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सक परिषद से परामर्श करते के बाद एवं द्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित और संशोधन करती है, अर्थात्:—

2. दंत चिकित्सक अधिनियम, 1948 के अनुसूची के भाग-I में संख्या 76 के अन्तर्गत निम्नलिखित क्रम संख्या और प्रक्रियाओं संलग्न की जाएंगी:—

"77. केस्टलैंड सोसायटी द्वारा दंत चिकित्सक संस्थान (सम विश्वविद्यालय) द्वारा

1. सीनेक्सी अम्पल इंटेल कॉम्प्लेक्स एंड हॉस्पिटल, चैन्नै

(i) दंत चिकित्सक संस्थान (चरि. नं. 26-08-2008 को अन्तर्गत)
इसके उपरान्त प्रदान की गई हो)

श्री.डी.एस. मीनाक्षी विश्वविद्यालय (सम विश्वविद्यालय), चैन्नै"

[फा. सं. वी.-12017/29/1998-डी ई(खांस-III)]

राज सिंह, अधर सचिव

New Delhi, the 30th March, 2009

S.O. 853.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In part-I of the Schedule to the Dentists Act, 1948, after serial No. 76, the following serial number and entries

shall be inserted namely :—

"77. Meenakshi University
(Deemed University)
Chennai

(i) Bachelor of Dental Surgery
(When granted on or after
26-08-2008)

[No.V.-12017/29/1998-DE (Vol-III)]
RAJ SINGH, Under Secy.

सूक्ष्म, स्थायी और व्याप्त उद्यम मंत्रालय

नई दिल्ली, 27, मार्च, 2009

का.आ. 854.—केन्द्रीय सरकार, गजबाबा नियम, 1976 के (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 10 के उप-नियम 4 के अनुसरण में सूक्ष्म, स्थायी और व्याप्त उद्यम मंत्रालय के नियंत्रणाधीन खादी और ग्रामोद्योग आयोग के नियन्त्रित कार्यालय में हिन्दी का कार्यसाक्ष काम रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :—

उप कार्यालय, खादी और ग्रामोद्योग आयोग, पो. आ. नं. 27
मेडिकल कालेज परिसर, रामपुर रोड, हल्द्वानी, जिला नैनीताल
(उत्तराखण्ड)-263139।

[फा. सं. ई-12016/01/2005-हिन्दी]

प्रब्लैर कुमार, संयुक्त सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 27th March, 2009

S.O. 854.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Khadi & Village Industries Commission under control of the Ministry of Micro, Small & Medium Enterprises, where the percentage of Hindi knowing staff has gone above 80%.

Sub Office Khadi & Village Industries Commission,
P.B. No. 27, Medical College Campus, Rampur Road,
Haldwani, Distt. Nainital (Uttarakhand)-263139.

[No. E-12016/01/2005-Hindi]

PARVIR KUMAR, Jt. Secy.

उपरोक्त मामले, खादी और सार्वजनिक वितरण मंत्रालय

(उपरोक्त मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 19 मार्च, 2009

का.आ. 855.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची			
क्र. सं	संशोधन की संख्या	संशोधन की संख्या	संशोधन लागू मानक की संख्या और तिथि घटक
(1)	(2)	(3)	(4)
1.	आईएस 8401:1994 ऐलिक्स बेन्जीन	संशोधन संख्या 1, सितम्बर, 2008	30 सितम्बर सुरक्षित अमल (आवृत्ति घोल) -विशेषित (प्राइवेट पुनरीक्षण)

इस मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9,
बहादुर शाह जफर मार्ग, नई दिल्ली-110002, भौतिक कार्यालयों: नई
दिल्ली, कोलकाता, चंडीगढ़, देहरादून, मुमर्झ दृश्य शोखा कार्यालयों:
अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद,
जगपुर, कानपुर, नागपुर, पटना, पूर्ण तथा तिरुवनन्तपुरम में विक्री
हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 25/टी-8401]

कृ. देवेन्द्र, वैज्ञानिक एफ (सायन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 19th March, 2009

S.O. 855.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No. and title of the No. Indian Standard	No. & year of the amendment	Date from which the amendment shall have effect	
(1)	(2)	(3)	(4)
1. IS 8401:1994 Alkyl benzene sulphonic acid (Acids lury)— Specification (First Revision)	Amendment No. 1, September, 2008	30th September, 2008	

Copy of these standards are available for sale with
the Bureau of Indian Standards, Manak Bhavan, 9,
Bahadur Shah Zafar Marg, New Delhi-110002 and
Regional Offices: New Delhi, Kolkata, Chandigarh,
Chennai, Mumbai and also Branch Offices Ahmedabad,
Bangalore, Bhopal, Bhubaneshwar, Coimbatore,

**Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Poona,
Pune, Thiruvananthapuram.**

[Ref: CID 201-200]

E. DEVENDAR, Scientist F (Chemical)

Digitized by srujanika@gmail.com

का.आ. 856.—भारतीय मनक अमेरिका, 1967 के 7 के उप-नियम (1) के लाई (L) के अनुसार अमेरिका एवं अमेरिका अधिकारियों के द्वारा अनुसूची में लिखे गये हैं।

10

क्र. सं.	स्वामित्र भारतीय मानव (की) की संख्या, वर्दि और सीधे	नेपे भारतीय मानव (की) द्वारा अस्वामित्र मानव (की) की संख्या मानवों, वर्दि कीहै हो, की संख्या और वर्दि
(1)	(2)	(3)

इस विद्यालय का संग्रह नवीनी विद्यालय विभाग द्वारा, विद्यालय परिषद, १०, चंडीगढ़ शहर अधीक्षण में है विद्यालय । १३००६२, विद्यालय कार्यालयों : नई दिल्ली, चंडीगढ़, अमृतसर, जैरांग, दुर्गापुर राजस्थान कार्यालयों : अहमदाबाद, बंगलौर, पौड़िल, मुम्बई, बॉम्बे, बॉम्बे

नई दिल्ली, 30 मार्च, 2009

का.आ. 857.—भारतीय मानक ब्लूरो (प्रभावन) लिनियम, 1938 की वर्तीत्तम (3) के उत्तरीत्तम (6) के अनुसारण में भारतीय मानक ब्लूरो प्रतिरूप अधिकृत घोषित है जिस लिनियम तथा उत्तरीत्तम की उत्तरी तथा उत्तरी द्वितीय तथा उत्तरी तीव्रता के साथ उत्तरीत्तम तथा लिनियम ग्रहि है।

三

क्रम सं	लाइसेंस संख्या स्टॉलोवरी को जाता है परा सीएम/एल	स्टॉलोवरी को अंतर्विद्युत विभाग द्वारा दिए गए नाम वाली जाता है	स्टॉलोवरी को अंतर्विद्युत विभाग द्वारा दिए गए नाम वाली जाता है	एवं उनके कारण से करने की तिथि
1	कांडे चाडा			
क्रम सं	लाइसेंस संख्या स्टॉलोवरी को जाता है परा सीएम/एल	स्टॉलोवरी को अंतर्विद्युत विभाग द्वारा दिए गए नाम वाली जाता है	स्टॉलोवरी को अंतर्विद्युत विभाग द्वारा दिए गए नाम वाली जाता है	सम्पत्ति करने की तिथि
1	2	3	4	5
1.	7453981	दृष्टि विकास वैज्ञानिक एवं विद्युत विभाग नंबर 14, फेन्ड एवं बालान, बोडी बिल्ड यूनिट के बाहरे, बालान, बालान डिस्ट्रिक्ट	दृष्टि विकास वैज्ञानिक एवं विद्युत विभाग नंबर 14, फेन्ड एवं बालान, बोडी बिल्ड यूनिट के बाहरे, बालान, बालान डिस्ट्रिक्ट	22-10-2003

1	2	3	4	5
2.	7048366	रेनबो केबल इंडस्ट्रीज ब्लॉक सिर 733, रकनपुर माँझ, सोला सांतेज रोड, ता कलोल रकनपुर, गंधीनगर	पी वी सी इंस्यूलेटिड केबल आई एस 694-1990	22-10-2008

[संख्या साँ ईन डा १३.१३]
मी. के. गोपीरामपद्मलिलेतक (मुहर)

New Delhi, the 30th March, 2009.

S.O. 857.—In pursuance of sub-regulation (60) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

SCHEDE E

Sl.	License No.	Name & Address of the licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	CM/L- N			
Sl.	License No.	Name & Address of the licensee	Article/Process with relevant Indian Standards covered by the licence expired	Date of Expiry
1	7453981	Duke Plasto Technique P. Ltd. NH No. 14, POSTKUSKAL Opposite Hotel Green Wood Badarpura, Distt Banaskantha	UPVC Pipes for Potable Water Supplies IS 4985:2000	22-10-2008
2	7048366	Rainbow Cable Inds. Block No. 733, Vill Rakanpur, Sola Santej Road, Tal Kalol, City Rakanpur, Gandhinagar	PVC Insulated Cables IS 694:1990	22-10-2008

[No. CMD/13:13]

V K GAMBHIR Dy. Director General (Marks)

नई दिल्ली, 30 मार्च, 2009

का.आ. 858.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एवंद्रष्टव्य अधिसंचित करता है कि निम्न विवरण घासे लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थापित कर दिया जाया है :-

अनुसूची

क्रम सं	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानकोंका स्थानीकरण	रद्द करने की तिथि
1.	7518074	जय जैवर्स 12/13 सुपर भाल, सी जी रोड लौहां बोला के पास, अंबराबाद-380 006	स्वर्णी तथा स्वर्णी मिश्र आतुओं के ओमूषणों शिल्पकारी शुद्धता एवं भूहरणकाने आई एस 1412:1999	04-11-2008
2	7796712	यूनिफलैक्स केबल लि. 158-163, जी आई डी सी, अंबराबाद-396 171, वलसार	पी वी सी इंसूलेटेड केबल आई एस 694:1990	11-11-2008

[संख्या सी एम डी 13:13]

New Delhi, the 30th March, 2009

S.O. 858.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards hereby notifies that the business particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

Sl. No.	Licence No. No. CML	Name & Address of the licensee	Product/Service with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1.	7518074	Jay Jewellers 12/13, Super Multi Complex Near Lal Bunglow, Almora-2630006	Gold and Gold Alloys, Jewellery/ Articles-Finishing and Marking IS 1417:1999	04-11-2008
2.	7796712	Uniflex Cables PVT. LTD., Bangalore 158-163, G.I.D.C., Umbergaon-396 171, Valsad	PVC Insulated Cables IS 694:1990	11-11-2008

[No. CMD/13/13]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 30 मार्च, 2009

K.O. 859.—भारतीय सामान धूरो (प्रमाणन) विभाग, 1988 के विधि 4 के विवरणमें 5 के अनुसरण में भारतीय सामान धूरो एवं उत्तरार्थी उत्पादों का है कि विनायक विधि की अनुमति दी गई विवरण विवरण विवरण है :

अनुमति

क्रम सं संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसकारी का नाम व भूमि परिसर का विवरण	भारतीय सामान धूरो विवरण	जाया संख्या	प्राप्त वर्ष		
1	2	3	4	5	6	7	8	9
1.	7879514	13-10-2008	दू जी बैंक, नालंदा, बिहार स्थानीय अर्थ वी सी- एस्टेट, ओडिय, अहमदाबाद	स्वर्ण तथा स्वर्ण विश्र धूरों के अन्तर्गत विवरणकी सुचिता एवं मुद्रणम्	325	-	-	1996
2.	7876407	01-10-2008	डी जी जैलस, जी एक 3-स्टै, विलेनिंग प्लाजा, स्क्वारीलासवण मंदिर के सामने, जैलस बंगल रोड, बालापुर, अहमदाबाद	स्वर्ण तथा स्वर्ण विश्र धूरों के अन्तर्गत विवरणकी सुचिता एवं मुद्रणम्	1417	-	-	1999
3.	7876508	01-10-2008	विश्रावन जैलस, 313, इसकान अम्बाडे, फरीदाबाद विलेनिंग के सामने, जैलस रोड, अहमदाबाद	स्वर्ण तथा स्वर्ण विश्र धूरों के अन्तर्गत विवरणकी सुचिता एवं मुद्रणम्	1417	-	-	1999
4.	7876609	01-10-2008	कांगन जैलस, 9, तुलसीकृष्ण सेवालयी, मंगलतीर्थ अस्समाल के सामने, इंदिया कल्टोनी रोड, बापूनगर, अहमदाबाद	स्वर्ण तथा स्वर्ण विश्र धूरों के अन्तर्गत विवरणकी सुचिता एवं मुद्रणम्	1417	-	-	1999

1	2	3	4	5	6	7	8	9
5.	7876710	01-10-2008	जावेर हाक्स, बी 7, नवरंग अपार्टमेंट, स्थानिक चार गांव के पास, नवरंगपुरा अहमदाबाद	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417 -	-	-	1999
6.	7877813	05-10-2008	अलंकार जैलर्स 4/5/6, शाहिलन अपार्टमेंट लाम्बे हनुमान रोड, वरचा सूरत	स्वर्ण स्थाया स्वर्ण मिश्र बना संख्या 7 का आ. 682(इ) 1999 धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण स्थाया स्वर्ण मिश्र बना संख्या 7 का आ. 682(इ) 1999	-	-	-
7.	7878914	06-10-2008	विविध जैलर्स 36, नगरपालिका शार्पिं सेंटर, पोस्ट वारी-396191 सूरत	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 का आ. 682(इ) 1999	-	-	-
8.	7879009	07-10-2008	यासे बी जैलर्स 2, श्री रंग सोसाइटी, आई. ब्लॉक, ऐरालिंग, रैडर रोड, रैडर, सूरत सूरत-395006 निजगदाड़ा-नेल्लोर-चेन्नई, तमिलनाडु	स्वर्ण वासा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण वासा स्वर्ण मिश्र बना संख्या 7 का आ. 682(इ) 1999	-	-	1999
9.	7879110	10-10-2008	विसमन्जैलर्स बाजार चौक, प्रातिज, साथरकोटा डिस्ट्रिक्ट अहमदाबाद	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 (रिलॉग)-नाम से 1999 धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 (रिलॉग)-नाम से 1999	-	-	-
10.	7879211	11-10-2008	एम बी जैलर्स 2, सोरायिया चैम्बर्स, भीड़भंजन रोड, चाषूनगर, अहमदाबाद-380024	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 (रिलॉग)-नाम से 1999	-	-	1999
11.	7879312	11-10-2008	सोनी पुरुषराजभाइ तारावंडजी सोनी बाजार, सूखामू-384326 गुजरात मेहसाना	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 (रिलॉग)-नाम से 1999	-	-	-
12.	7880701	16-10-2008	ओम जैलर्स जी-6, प्रमुख पैराडाईस, सैक्टर-23, गांधीनगर, गुजरात	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 (रिलॉग)-नाम से 1999	-	-	1999
13.	7881194	21-10-2008	बेमत तथा संस जैलर्स, 17, 18 कन्या छाप्रालय चिरिंदग, भृहत्त कालेज के सामने, उंशा-384170	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 (रिलॉग)-नाम से 1999	-	-	1999
14.	7881295	21-10-2008	आशापुरी जैलर्स 17, शास्त्रीनगर, नारायणपुरा, अहमदाबाद	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण मिश्र बना संख्या 7 (रिलॉग)-नाम से 1999	-	-	1999

1	2	3	4	5	6	7	8	9
24.	7882604	24-10-2008	रोली एक्सा केयर, एसट नंबर 27/28, पटेल नगर, लाईस अस्पताल के सामने, वाख रोड, બાનસકોટી	પैकेजबंद पेयजल	14543	-	-	2004
25.	7882402	24-10-2008	टेरा केबल इंडिया प्रा.लि. एच ओ 508, पांचवी मर्जिला, ઇસ્કુન્ડિટ પ્રેની સી હરકૃષ્ણ કામળોલ, આશ્રમ રોડ, આશ્રમ રોડ, પાલડી, અહમદાબાદ	કાર્બલિકન્ડ પાલીંથિલન	7028	પાર્ટ 1	-	1988
26.	7882095	24-10-2008	સાઇ.કાર્પોરેટ્સ, આમ સ્વરાજ્ય આશ્રમ જેલ રોડ, સુધ્રાંગ સિંગ અહમદાબાદ	પैકेजబंદ પेयજલ	14543	-	-	2004

[संख्या सी.एम.डી./13:11]
पी. के. ગમ્ભીર, ઉપ મહાનિરોધક (મુહर)

New Delhi, the 30th March, 2009

S.O. 859.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1	7879514	13-10-2008	U K Industries L-46, GIDC Estate, Odhsav, Ahmedabad	Three phase induction motors	325	-	-	1996
2	7876407	01-10-2008	D G Jewels GF/3/C, Millennium Plaza, Opp. Swaminarayan Temple, Judges Bungalow Road, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness & Marking	1417	-	-	1999
3	7876508	01-10-2008	Vishrut Jewels 313, Iscon Rcade, Opp. Pariseema Complex, C. G. Road, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness & Marking	1417	-	-	1999
4	7876609	01-10-2008	Kangan Jewellers 9, Tulsikung Society, Opp. Mangalirth Hospital, India Colony Road, Bapunagar, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness & Marking	1417	-	-	1999

1	2	3	4	5	6	7	8	9
5	7876710	01-10-2008	Zaver House B/7, Navrang Apartment, Near Swastik Chari Rasta, Navrangpura, Ahmedabad	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
6	78777813	06-10-2008	Alankar Jewellers 4/S/6, Shantivan Apartment, Lambek Housing Area, Verachha, Surat	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
7	7877914	06-10-2008	Abhishek Jewellers 36, Nagarpalika Shopping Centre, Post Vapi-396191, Dist. Valsad.	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
8	7879009	10-10-2008	J.B. Jewellers 2, Shri Ram Society, Rander Road, Rander, Surat	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
9	7879110	10-10-2008	Chirag Jewellers Bazar Chowk, Prantij, Dist. Sabarkantha, Ahmedabad	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
10	7879211	11-10-2008	SB Jewellers 2, Sorathia Chambers, Bhuleshwar Road, Bepunagar, Ahmedabad-380024	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
11	7879912	11-10-2008	Soni Pukhrajji Parikhji Soni Pukhrajji Parikhji Kherda-384325 Mehsana	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
12	7881001	21-10-2008	Son Jewellers C-5, Phansidhi Para, Surev Section 23, Godhra	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
13	7881104	21-10-2008	Bhomer & Sons Jewellers 17, 18 Kalyan Chhatrapati Building, Opp Motiila College, Unjha-384170	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
14	7881209	21-10-2008	Amanji Jewellers 11, Shradhdadeep Complex, Shashtri Nagar, Navrangpura, Ahmedabad	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
15	7881396	21-10-2008	Ganesh Bhawani Jewellers 4/392, Chhatra Bazaar, Amritawati-395081	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999
16	7881407	21-10-2008	Priti Gold Palace Varundavan Shopping Centre, Nr. Surelia Ind. Estate, Vastra Road, P.O. Amraiwadi, Ahmedabad	Gold and Gold Alloys, Jewellery/Artifacts- Fineness & Marking	1417	-	-	1999

1	2	3	4	5	6	7	8	9
17	7878007	06-10-2008	Confidence Petroleum India Ltd (G) Survey No.338, Post-Neorpor, Village & Taluka: Halol, Dist: Panchmahal	Welded Low Carbon Steel Cylinders	3196	Pt. 1	-	2006
18	78781501	21-10-2008	Confidence Petroleum India Ltd (G) Survey No. 338, Post-Neorpor, Village & Taluka: Halol, Dist: Panchmahal	Welded Low Carbon Steel Cylinders	3196	Pt. 1	-	2006
19	7877207	08-10-2008	Bayercrop Science Ltd. Plot No. 66/1 to 75/2, GHDC Estate, Himatnagar	Cyfluthrin WP	14158	-	-	1994
20	7879413	13-10-2008	Add-Life Engineers B/6, Prakash Estate, Nr. Atanagar, Vastral Road, Amraiwadi, Ahmedabad	Openwell Submersible Pumpsets	14220	-	-	1994
21	7877005	01-10-2008	Manguba Beverages Opp. Terf Swaminarayan School, Chamundanagar, Nr. Acc Narangpura, Ahmedabad	Packaged Drinking Water	14543	-	-	2004
22	7878209	07-10-2008	Shriji Healthcare Inc Survey No. 282, Paikee 2, College Road, Panchmahal	Packaged Drinking Water	14543	-	-	2004
23	7882503	24-10-2008	Vassani Polymers At Dhandha Idar Road, Himatnagar, Sabarkantha 383001	Unplasticized PVC Pipes for Potable Water Supplies	4985	-	-	2000
24	7882604	24-10-2008	Rangoli Aqua Care Plot No. 27/28, Patel Nagar, Opp. Licence Hospital, Wav Road, Banaskantha	Packaged Drinking Water	14543	-	-	2004
25	7882402	24-10-2008	Tera Cables India P Ltd. H.O. 508, 5th Floor, Hare krishna Complex Ashram Road Paldi Ahmedabad	Crosslinked polyethylene insulated PVC sheathed cables: Part 1	7098	Pt. 1	-	1988
26	7882095	24-10-2008	Sai Corporates Gram Swarjya Ashram Jail Road, Subhash Bridge, Ahmedabad	Packaged Drinking Water	14543	-	-	2004

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 30 जून, 2008

का.आ 860.—भारतीय मानक अंगूठे (प्रस्ताव) नियम, 1999 के नियम 4 के अनुसार (5) के अनुसरण में भारतीय मानक अंगूठे एतद्वाया अधिसूचित करता है कि जिन साइंसेंसों के विवरण भीष्म अंगूठों के लिए यहाँ देखने के लायक हैं कि विषय गण के —

अंगूठी

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	साइंसेंसी, जन-जन्म व जन्म संख्या	साइंसेंसी, जन-जन्म व जन्म संख्या	पारा. जन्म अनु वर्ष संख्या			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7884406	06-11-2008	के भीमनाई जैसर्स समूह अंगूठे, बेंग रोड, पी.एस. कोसाम्बी, सूत	साइंसेंसी, जन-जन्म व जन्म संख्या अंगूठों के समूह अंगूठे, बेंग रोड, पी.एस. कोसाम्बी, सूत	1417			1999
2.	7884810	06-11-2008	मैटिको इंजिनियर इंजीनीयर फिलाड लघु औद्योगिक चालानी अंगूठों वार्ट 1 मंडल लिमिटेड, घटन नं. 5, सारीगाम रोड, टाई-इन्डियन अम्बलाल के पास, फिलाड, ता. अम्बलाल, गुजरात	साइंसेंसी, जन-जन्म व जन्म संख्या अंगूठों वार्ट 1 मंडल लिमिटेड, घटन नं. 5, सारीगाम रोड, टाई-इन्डियन अम्बलाल के पास, फिलाड,	7620	पार्ट		1986
3.	7885610	06-11-2008	अलटा प्लास्ट 23, जगदीश एसेट, अंगूठा हाई स्कूल के सामने, स्टेट पैक चारकर, अंगूठा, गुजरात	साइंसेंसी, जन-जन्म व जन्म संख्या अलटा प्लास्ट	7231			1994
4.	7885711	11-11-2008	आरि सिंगट प्रा. सि., प/11, पदमाली बाप्पलाल, बाप्पल टाट्य साइरकांटा	साइंसेंसी, जन-जन्म व जन्म संख्या आरि सिंगट प्रा. सि., प/11	1489	पार्ट		1991
5.	7890401	28-11-2008	कैलेन कंडक्टर लक्ष कोपन प्रा.सि., सर्व नम्बर 509, लक्षा दबहन रोड, एरिश्वन फूड इंडस्ट्रीज के सामने, पी.ओ. दबहन, ता. नवीनाल, गुजरात-387320	साइंसेंसी, जन-जन्म व जन्म संख्या कैलेन कंडक्टर लक्ष कोपन प्रा.सि., सर्व नम्बर 509, लक्षा दबहन रोड, एरिश्वन फूड	398	पार्ट		1994
6.	7886612	17-11-2008	गुजरात गोल्ड पैलेस, 3544, 45/ए, सारे मार्केट के सामने मानेक चौक, अहमदाबाद	सार्व तथा सार्व जैस अंगूठों के अंगूठों विस्ताराली सुदृढ़ता एवं मुद्रणकार्य	1417			1999
7.	7887614	18-11-2008	भारत जैसर्स ए/४, कमला पार्क एसटी-१, नेशनल प्लान के सामने, अलकामुरी, अहमदाबाद	सार्व तथा सार्व जैस अंगूठों के अंगूठों विस्ताराली सुदृढ़ता एवं मुद्रणकार्य	1417			1999
8.	7888212	20-11-2008	श्री चांदुडा जैसर्स, 26, 27, पंचम जाल, जीवनकांडी के पास निकोल गाम रोड, अहमदाबाद	सार्व तथा सार्व जैस अंगूठों के अंगूठों विस्ताराली सुदृढ़ता एवं मुद्रणकार्य	1417			1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	7890296	27-11-2008	श्रीनाथजी ज्वैलर्स सी.बी. मार्केट, स्टेशन रोड, सचिन-394230 सूरत	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
10.	7890397	27-11-2008	श्री हरि ज्वैलर्स बी-1, पुनित एपार्टमेंट बालाजी गल्फ हाई स्कूल के सामने, बालाजी रोड, सूरत-395003	स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417			1999
11.	7887513	20-11-2008	एसेक्यूर पार्सिंग प्रा. लि., प्लाट नम्बर 258, रोड नम्बर 1 बी, फेस 1, काठपाडा जी.आई.डी.पी. अहमदाबाद	हाई बैमसिटी आलिथलिन पाईप फार पोटेबल बाटरसपलाइस	4984			1995
12.	7887311	19-11-2008	डेयरमंड पावर इनफ्रास्टकचर लिमिटेड एसन हाउस 5/12, बी आईडीसी, गोरवा बडोदा	क्रासलिंकड पालिथलिन इंसूलेटिड पी बी सी शोथड केबल	7098 पार्ट 2			1985
13.	7886006	12-11-2008	साई गोगा बिकरेज के-2/1, जे/1-28, 29, भावतीनगर इंडस्ट्रियल एस्टेट, उधना नवसारी रोड, बैसटन सूरत	पैकेजबंद पेयजल	14543			2004
14.	7886107	12-11-2008	जीरो बैक बिकरेज आई प्रा. लि., पैकेजबंद पेयजल 3, शुभलक्ष्मी इंडस्ट्रियल एस्टेट, सरखेज बावला हाई, भारद्वाजा, द्य. सानन्द अहमदाबाद	पैकेजबंद पेयजल	14543			2004
15.	7888717	24-11-2008	लैप्टॉप बाटर प्लाट नम्बर 1, केबल एस्टेट, एशियन पेंट के सामने, सारोली सूरत	पैकेजबंद पेयजल	14543			2004
16.	7890094	28-11-2008	हिसेही हैरूस्कैयर इनस जी.ई.बी. के पास, पोस्ट अटक पारडी, बलसाह	पैकेजबंद पेयजल	14543			2004
17.	7887917	19-11-2008	सारथी एमो कैम्प, 1306/३ फेस 4, भरोडा अहमदाबाद	इमिडाइल्कलोड एस एल	15335			2003

[सं. सी एम डी/13 : 11]

पी. क्र. गम्भीर, उप महानिदेशक (मुहर)

New Delhi, the 30th March, 2009

S.O. 860.—In pursuance of sub-regulation (3) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Goods/Service	IS No.	Patt.	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7884406	06-11-2008	K. Bhavinaben Jewellers, Vegetable Market, Sabarmati Road, P.O.: Kankaria, Surat	Gold and Gold Alloys, Jewellery/Antiquities, Furnaces and Melting	1417	—	—	1999
2.	7884810	06-11-2008	Medico Imaging Company Bhujot 2, Lajpat Nath Marg, Sabarmati Mandal, Distt., Plot No. 5, Sarigamra Road, Near Titawala Hospital, Bhujot, Tal-Umbojan, Distt.-Valsad	Diagnostic Medical X-ray Equipment, Power Generation and Utility Requirements	7620	(Pt 1) —	—	1986
3.	7885610	10-11-2008	Alta Plastic 23, Jagdish Estate Opp. Ambaji High School, State Bank Colony, Rajnagar, Ahmedabad	Plastic Processing systems for waterworks and sewage	7231	—	—	1994
4.	7885711	11-11-2008	Anti Concrete Pvt. Ltd. A/11, Pachavant Complex, Baroda Tatti Sivartana	Portland Cement Portland Cement Portland Cement	1489	(Pt 1) —	—	1991
5.	789401	28-11-2008	Kalish Contractors and Cables P. Ltd., Opp. Jai Ray No. 509, Devi Dham Road Opp. Asian Food Ind P. O. Diabhan TA Ta Nadia, Gujarat-367920	Alkaline Conductors for overhead transmission purposes	998	Pt. 4	—	1994
6.	7886612	17-11-2008	Gujarat Glass Industries, 25/4, 45/A, Opp. Share Market, Manekchowki, Ahmedabad	Gold and Gold Alloys, Jewellery/Antiquities, Furnaces and Melting	1417	—	—	1999
7.	7887614	18-11-2008	Bharti Jewellers, A/4, Kamla Park Apartments, Belifid Apartments, Alkapuram, Opp. Patel Shop Chembur Jewellers, 26, 27, Panchayat Mall, Near Jivavadi, Nilot Gum Road, Ahmedabad	Gold and Gold Alloys, Jewellery/Antiquities, Furnaces and Melting	1417	—	—	1999
8.	7888212	20-11-2008	Shree Nagesh Jewellers, C.V. Market, Station Road, Sachin-394930, Surat	Gold and Gold Alloys, Jewellery/Antiquities, Furnaces and Melting	1417	—	—	1999
9.	7890296	27-11-2008	Shree Hari Jewellers, B-1, Piyush Apartments, Opp. Sheth Usha Singh School, Bhati Road, Surat-395002	Gold and Gold Alloys, Jewellery/Antiquities, Furnaces and Melting	1417	—	—	1999
10.	7890397	27-11-2008			1417	—	—	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11.	78875E3	20-11-2008	Aerochem Piping Pvt. Ltd., Plot No. 258, Road No. 1/B, Phase-I, Kathwada-GIDC, Ahmedabad	High density polyethylene pipes for potable water supplies.	4984	—	—	1995
12.	78873II	19-11-2008	Diamond Power Infrastructure Ltd., Eason House, 5/12, B.L.D.C, Gorwa, Vadodara	Crosslinked Polyethylene Insulated PVC Sheathed Cables, IS 7098 : Part 2	7098 Pt.2	—	—	1985
13.	7886006	12-11-2008	Sai Goga Beverages, K-2/1, J/1-28, 29, Bhagwati Nagar, Industrial Estate, Udhana Navsari Road, Bhestana, Surat	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004
14.	7886107	12-11-2008	Zero Bac Beverages (I) Pvt. Ltd., 3, Shubhkamni Ind. Estate, Sarkhaj-Bavia Highway, Moraiya, Ta Sanand, Ahmedabad	Packaged Drinking Water (Other than Packaged Natural Mineral Water) IS 14543 : 2004	14543	—	—	2004
15.	7886717	24-11-2008	Lemon Water, Plot No. 1, Keval Estate, Opp. Asian Paint, Saroli, Surat	Packaged Drinking Water (Other than Packaged Natural Mineral Water) IS 14543 : 2004	14543	—	—	2004
16.	7890094	28-11-2008	Hileri Healthcare Inc., Near G.E.B At Post Atak Pardi Tal Patti, Distt. Valsad	Packaged Drinking Water (Other than Packaged Natural Mineral Water) IS 14543 : 2004	14543	—	—	2004
17.	7887917	19-11-2008	Saroda Agro Chem., 1306/5, Phase 4, GIDC Phase 4, Naroda, Ahmedabad	Imidacloprid SL 15% WDG, 15335 : 2003 Specification	15335 : 2003	—	—	2003

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 30 मार्च, 2009

का.आ. 861.—भारतीय मानक द्वारा मियम, 1987 के नियम 7 के उपलब्धि (1) के खट (ख) के अनुसरण में भारतीय मानक द्वारा एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण जीवे अनुशृण्डी में दिए गए हैं वे स्थानिक ढो गए हैं।

(1)	(2)	(3)	(4)	बन्दुकी	
				नई भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, जहि कोई हो, की संख्या और वर्ष	स्थानिक नियम
1.	IS/ISO 16929 : 2002 प्लास्टिक — पायलट-मापन परीक्षण में परिभावित संषटक स्थितियों में विष्टन का स्तर ज्ञात करना	कुछ नहीं	—	—	जनवरी, 2009

(1)	(2)	(3)	(4)
2.	IS/ISO 14855-1 : 2007 नियंत्रिक - संरचित विधियों में स्टार्टिंग समझी की अंतिम (अल्टोमेट) आवश्यकता विषट्टीयता ज्ञात करना - उत्पन्न कार्बन डाइऑक्साइड के विस्तैत द्वारा पहुंचना सामान्य पद्धति	मुक्त जर्ही	जनवरी, 2009
3.	IS/ISO 14855-2 : 2007 नियंत्रिक - संरचित विधियों में स्टार्टिंग समझी की अंतिम (अल्टोमेट) आवश्यकता विषट्टीयता ज्ञात करना - उत्पन्न कार्बन डाइऑक्साइड के विस्तैत द्वारा पहुंचना भाग 2 प्रयोगशाला-स्केल परीक्षण में उत्पन्न कार्बन डाइऑक्साइड का अधीक्षणीय विश्लेषण	मुक्त जर्ही	जनवरी, 2009
4.	IS/ISO 14853 : 2005 प्लास्टिक - जलीय ऊर्जा में प्लास्टिक समझी की अंतिम अल्टोमेट आवश्यकता जैव विषट्टीयता ज्ञात करना - जलोनेस उत्पन्न के साथ द्वारा पद्धति	मुक्त जर्ही	जनवरी, 2009
5.	IS/ISO 14851 : 1999 जलीय आवश्यक में प्लास्टिक समझी की अंतिम अल्टोमेट आवश्यकता जैव विषट्टीयता ज्ञात करना - बंद रेसीरेटर में अवश्यकता सही विषट्टीयता भाग 1 द्वारा पहुंचना	मुक्त जर्ही	जनवरी, 2009
6.	IS/ISO 14852 : 1999 जलीय आवश्यक में प्लास्टिक समझी की अंतिम अल्टोमेट आवश्यकता जैव विषट्टीयता ज्ञात करना - उत्पन्न कार्बन डाइऑक्साइड के विस्तैत द्वारा पद्धति	मुक्त जर्ही	जनवरी, 2009
7.	IS/ISO 13985 : 2004 स्टार्टिंग - ऊर्जा सही आवश्यक (एलोमेटिक) डाइविशन विधियों में अंतिम (अल्टोमेट) आवश्यक (एलोमेटिक) विषट्टीयता एवं विषट्टन ज्ञात करना - मिकली आवश्यकता को विस्तैत पद्धति (पहला सुनीकरण) मार्ग	मुक्त जर्ही	मार्च, 2009
8.	IS/ISO 17556 : 2003 स्टार्टिंग - रेसीरेटर में अवश्यकता की अवश्यकता अथवा उत्पन्न कार्बन डाइऑक्साइड के साथ द्वारा मुदा में अंतिम (अल्टोमेट) आवश्यक एवं विषट्टीयता ज्ञात करना	मुक्त जर्ही	जनवरी, 2009
9.	IS/ISO 20200 : 2004 स्टार्टिंग - प्रयोगशाला-स्केल परीक्षण में अनुकूलित संरचित विधियों में स्टार्टिंग समझी को विषट्टन का स्वर ज्ञात करना	मुक्त जर्ही	जनवरी, 2009

(1)	(2)	(3)	(4)
10.	IS 361 : 2009 नार्मल व्यूटाइल एलकोहल, तकनीकी - विशिष्ट (सीसरा पुनरीक्षण)	कुछ नहीं	जनवरी, 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरे, मनक भवन 9, बहादुरशाह जफर सार्फ, नई फिल्डी-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में विकी हेतु उपलब्ध हैं।

[संदर्भ : पीसीडी/बी-7 (गजट)]
डॉ. (श्रीमती) विजय मलिक, निदेशक एवं प्रमुख (पीसीडी)

New Delhi, the 30th March, 2009

S.O. 361.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl No.	No. & Year and title of the Indian Standards Established	No. & Year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/ISO 16929 : 2002 Plastics—Determination of the Degree of Disintegration Plastic Materials under Defined Composting Conditions in a Pilot-Scale Test	None	January, 2009
2.	IS/ISO 14855-1 : 2007 Determination of the Ultimate Aerobic Biodegradability of Plastic Materials under controlled Composting Conditions—Method by Analysis of Evolved Carbon Dioxide Part 1 General Method	None	January, 2009
3.	IS/ISO 14855-2 : 2007 Determination of the Ultimate Aerobic Biodegradability of Plastic Materials under controlled Composting Conditions—Method by Analysis of Evolved Carbon Dioxide Part 2 Gravimetric Measurement of Carbon Dioxide Evolved in A Laboratory—Scale Test	None	January, 2009
4.	IS/ISO 14853 : 2005 Plastics—Determination of the Ultimate Anaerobic Biodegradation of Plastic Materials in an Aqueous System—Method by Measurement of Biogas Production	None	January, 2009
5.	IS/ISO 14851 : 1999 Determination of the Ultimate Aerobic Biodegradability of Plastic Materials in an Aqueous Medium—Method by Measuring the Oxygen Demand in a closed Respirometer	None	January, 2009

(1)	(2)	(3)	(4)
6.	IS/ISO 14852 : 1999 Determination of the Ultimate Aerobic Biodegradability of Plastic Materials in an Aqueous Medium—Method by analysis of Evolved Carbon Dioxide	None	January, 2009
7.	IS/ISO 15985 : 2004 Plastics—Determination of the Degree of Disintegration of Plastic Materials under High-Solid Aerobic—Disposal Conditions—Method by Analysis of Released Biogas (First Revision)	None	January, 2009
8.	IS/ISO 17556 : 2003 Plastic Degradation of the Ultimate Aerobic Biodegradability in Soil by Measuring the Oxygen Demand in a respirometer or the Amount of Carbon Dioxide Evolved	None	January, 2009
9.	IS/ISO 20200 : 2004 Plastics—Determination of the Degree of Disintegration of Plastic Materials under Simulated Composting Conditions in a Laboratory—Scale Test	None	January, 2009
10.	IS 2461 : 2009 Normal Butyl Alcohol, Technical—Specification (Third Revision)	None	January, 2009

Copy of this Standard is available for sale with the Secretary, Indian Standards Institution, 12, Patel Marg, New Delhi-110001, and from its Branch Offices : Ahmedabad, Bangalore, Calcutta, Hyderabad, Jammu & Kashmir, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[G.S.R. No. 1007, dated 31-12-2009]

[G.S.R. No. 1008, dated 31-12-2009]

[G.S.R. No. 1009, dated 31-12-2009]

कानून-362.—सरलीकरण विभाग का, 1931 के लिये 31-12-2009 को जारी किया गया विभागीय विधि अंतर्द्वारा अधिकृत बनाया है कि इस सरलीकरण विधि का विवरण निम्नलिखित है।

क्रम संस्थानीय विधि (वा) वा विधि विवरण
संख्या

(1)	(2)	(3)	(4)
1.	अर्थ एवं सार्व एकान्त्रिकीय 2001 : 2008 गुणता प्रबंध पद्धति — अपेक्षा (विवरण दुर्घटना)	*	दिसंबर, 2008

* वर्तमान सरलीकरण विधि 2001 : 2008 गुणता प्रबंध पद्धति — अपेक्षा (विवरण दुर्घटना) का विवरण विधि विवरण से 15 दिनमात्र, 2010 तक वैध रहेगा।

इस संस्कोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बैंगलुरु, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जमशुरु, झज्जपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमएसडी/जी-8]

अक्षय कुमार शर्मा, वैज्ञानिक 'ई' एवं प्रमुख (प्रबन्ध एवं तंत्र)

New Delhi, the 31st March, 2009

S.O. #62.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standard Established	No. & year of Indian Standard, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/ISO 9001: 2008 Quality Management Systems— Requirements (Third Revision)	*	December, 2008

*The existing standard IS/ISO 9001: 2000 Quality Management Systems—Requirements (Second Revision) would concurrently remain valid till 15th November 2010.

Copy of above Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices at New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices at Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kampur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. MSD/G-8]

A. K. SHARMA, Scientist 'E' & Head (Management and Systems)

नई दिल्ली, 31 मार्च, 2009

का.आ. #63.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एवं इसके अधिसूचित कारता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15833:2009, जंगरोधी इस्पात की चटखानियाँ—विशिष्टि	—	31-1-2009
2.	आईएस 15834:2008, पेडलॉक के साथ उपयोग के लिए जंगरोधी इस्पात के सरकारी दरवाजों के काब्बले—विशिष्टि	—	31-12-2008

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और इसके क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलुरु, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियर)

New Delhi, the 31st March, 2009

S.O. 863.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

SL No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15833: 2009 Stainless steel tower bolts — Specification	—	31-1-2009
2.	IS 15834: 2008 Stainless steel sliding door bolts for use with padlock— Specification	—	31-12-2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engineering)

नई दिल्ली, 31 मार्च, 2009

का.आ. 864.—भारतीय मानक ब्यूरो नियम, 1987 के विधम 7 के उपलब्धि (1) के छंद (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए जए मानकों में संशोधन किया गया है :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
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(1)	(2)	(3)	(4)
1.	आईएस 3513 (भाग 1): 1989	3 फरवरी, 2009	28 फरवरी, 2009

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और : क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलुरु, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियर)

New Delhi, the 31st March, 2009

S.O. 864.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies the amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3513 (Part 1) : 1989	3 February, 2009	28 February, 2009

Copy of these amendments are available for sale with Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engineering)

कोयला मंत्रालय**आदेश**

नई दिल्ली, 31 मार्च, 2009

का.आ. 865.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 28 जून, 2008, में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 1522 तारीख 24 जून, 2008 के प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस भूमि के सभी अधिकार (जिसमें इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विलंगामों से मुक्त होकर आत्मांतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

2. और, केन्द्रीय सरकार का यह समाधान हो गया है कि एनटीपीसी लिमिटेड जौ ऊर्जा मंत्रालय के अधीन एक पब्लिक सेक्टर उपक्रम है (जिसे इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निर्बंधनों और घटनाओं का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शावितर्यों का व्यवय करते हुए, यह निर्देश देती है कि उक्त भूमि और अधिकार, तारीख 28 जून, 2008 में केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बावजूद, निम्नलिखित नियंत्रणों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अथात् :—

1. सरकारी कंपनी द्वारा, उक्त अधिनियम के उपबंधों के अधीन यथा अकारारित प्रतिकर, व्यांज, नुकसानी और वैसी ही मदों की बाबत केन्द्रीय सरकार द्वारा किए गए सभी संदर्भों की ऊर्जा मंत्रालय के भाग्यम से केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. सरकारी कंपनी द्वारा, शर्त (1) के अधीन, केन्द्रीय सरकार को संदेश रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;

3. सरकारी कंपनी, केन्द्रीय सरकार या उसके अधिकारी वा उसके अधिकारी वा उसके संबंध में, जो इस प्रकार निहित उत्तम भूमि में या उस पर के अधिकारों के संबंध में लोकल लकड़ावाला वा लोकल लकड़ावाला वा उसके अधिकारी वा उसके संबंध में आवश्यक हों, खरिदूरी करें;
4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्ण अनुसूचित के लिए उत्तम भूमि या अधिकारों या लोकल अन्य व्यक्ति के अंतरिक्ष करने की सक्षित नहीं होती; और
5. सरकारी कंपनी, ऐसे निर्देशों और संबोधन, जो केन्द्रीय सरकार द्वारा, वा वर्ती व्यवस्था के बाहर भूमि के विविध लोकों के लिए दिए जाएं या अधिकारित लिए जाएं, लगातार चालों।

[F. No. 43015/5/2006—प्रौद्योगिकी विभाग—I (जिल्हा-II)]

एम. रामाबूद्दीन, अधिकारी सचिव

MINISTRY OF COAL.

CHIEF

New Delhi, the 31st March, 2009

S.O. 865.—Whereas, on publication of the notification of the Government of India in the Ministry of Coal, number S.O. 1522 dated the 24th June, 2008 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 28th June, 2008, issued under sub-section (1) of Section 9 of the Coal Bearing Area (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over such lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And, whereas the Central Government is satisfied that the NTPC Ltd., a Public Sector Undertaking under the Ministry of Power (hereinafter referred to as the Government Company) is willing to comply with terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the Coal Bearing Area (Acquisition and Development) Act, 1957, the Central Government hereby directs that the said lands and rights so vested shall with effect from the 28th June, 2008 instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely:

1. The Government Company shall reimburse to the Central Government all payments made by the Central Government through Ministry of Power in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands so vested, shall also be borne by the Government Company;
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested;
4. The Government Company shall have no power to transfer the said lands and the rights to any other person without the prior approval of the Central Government; and
5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43013/3/2006-PWD/II] (Vol. II)]

M. SHAHABUDEEN, Under Secy.

पैटोलियन द्वारा प्राप्तिक गैस मंज़ाराम

नई दिल्ली, 1 अप्रैल, 2009

क्रा. आ० ४६६।—भारत सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि उत्तर प्रदेश राज्य के दादरी से हरियाणा राज्य में पानीपत को आर.एल.एन.जी. के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का ग्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाएँ।

अतः अब भारत सरकार, पैट्रोलियम और खनिज पाइपलाइन्स (भूमि) से उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के आपने आशय की घोषणा करती है; कोई व्यापिल, जो एकत्र अनुसूची में वर्णित भूमि में हितवाल है, उसका लासीख से चिन्हकारीता के बाबजूद यथा प्रकाशित इस अधियना की प्रतियां साझारण जनता को उपलब्ध करा दी जाती हैं। इक्कीस (21) दिन के भीतर, भूमि के भीतर पाइपलाइन विभाग जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री सरेन्द्र मलिक, संक्षम प्राधिकारी (हरियाणा), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, उत्तरी हाईवे पाइपलाइन, वी. ओ. पानीपत रिफाइनरी, बोहली, पानीपत (हरियाणा) को लिखित रूप में अक्षोय भेज सकेगा।

अनुसूची संलग्न है।

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ताहसील समालखा	जिल्हा पानीपत	राज्य- हरियाणा	वात्रपत्र			
			मौज़ वा गांव	इनकरत संख्या	मुस्तील संख्या	खासक/ किल्ड संख्या
1	2	3	4	5	6	7
जोधपुरी खाली	72	81	2	0	00	25
			8/1	0	04	05
			14	0	08	25
			18	0	10	88
			1/2	0	11	13
			9	0	02	53
			21	0	09	86

[पुस्तक सं. एल-14014/10/2006 की ओर]

Ministry of Petroleum and Natural Gas

New Delhi, the 1st April, 2009

S.O. 866.—Whereas it appears to Government of India that it is necessary in the public interest that for transportation of R-LNG, from Dadri in the State of Uttar Pradesh to Panipat in the State of Haryana, a pipeline should be laid by Indian Oil Corporation Limited;

And, whereas, it appears to the Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User in respect of laying of the pipeline under the land, to Shri Sankar Singh, General Manager (Properties), Indian Oil Corporation Ltd., Northern Region Pipelines, P.C. Chowk, Panipat, Haryana.

SCHEDULE

Name of the Village	Hazard No.	Muzhar No.	Khara / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Jaurasi Surf Khas	72	81	2	0	00	25
			9/1	0	04	05
			14	0	06	85
			16	0	10	86
			1/2	0	11	13
			9	0	02	53
	80	21		0	09	86

[F. No. L-14014/10/2006-G.P.]
K.K. SHARMA, Under Secy.

नई दिल्ली, 6 अप्रैल, 2009

का. आ. 867.—क्योंकि, भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 2 के खण्ड (क) के अनुसरण में, भारत के राजपत्र में 15.09.2007 को प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 2597 दिनांक 10.09.2007, (जिसे इसके पश्चात् उक्त अधिसूचना कहा गया है) के द्वारा पश्चिम बंगाल राज्य की पश्चिम बंगाल प्रशासनिक सेवाओं से सेवानिवृत्त} श्री बरिद बरन गुहा, विशेष भू-अर्जन अधिकारी और श्री इन्द्रजीत मजूमदार, संयुक्त निदेशक को पश्चिम बंगाल राज्य के सभी ज़िलों में मैसर्स रिलायंस गैस, ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड (आर.जी.टी.आई.एल.) द्वारा काकीनाडा-बासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त किया था;

और, क्योंकि, पेट्रोलियम और प्राकृतिक गैस मंत्रालय ने आर.जी.टी.आई.एल को अन्य बातों के साथ — साथ काकीनाडा-बासुदेवपुर-हावड़ा पाइपलाइन प्रोजेक्ट को उनकी मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड (रिलोग), नाम से स्पेशल परपज वैहिकल (एस०पी०वी०), जिसका रजिस्ट्रीकृत कार्यालय भूतल, 'चित्रकूट', श्रीगंगम मिल्स परिसर, गणपति जाव कदम मार्ग, वोर्ली, मुम्बई-400013 (महाराष्ट्र) में है, के द्वारा परिधालित करने के लिए स्वीकृति दे दी है।

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 2 के खण्ड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की उक्त अधिसूचना में आंशिक संशोधन करते हुए, संलग्न सारिणी के स्तम्भ (1) में वर्णित व्यक्तियों को, उक्त सारिणी के स्तम्भ (2) में वर्णित क्षेत्र में मैसर्स रिलोग के द्वारा पाइपलाइन बिछाने के लिए सक्षम प्राधिकारी के कृत्यों का पालन करने के लिये नियुक्त करती है।

सारिणी

व्यक्तियों के नाम	अधिकारिता के क्षेत्र
(1)	(2)
1. श्री बरिद बरन गुहा, विशेष भू-अर्जन अधिकारी (सेवानिवृत्त)	पश्चिम बंगाल राज्य के सभी ज़िले
2. श्री इन्द्रजीत मजूमदार, संयुक्त निदेशक (सेवानिवृत्त)	पश्चिम बंगाल राज्य के सभी ज़िले

[फा.सं.एल- 14014/23/2008 जी.पी.]

के.के.शर्मा, अवर सचिव

New Delhi, the 6th April, 2009

S. O. 867.—Whereas in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of Way in Land) Act, 1962 (30 of 1962) (hereinafter called the said Act), Government of India vide Notification in the Ministry of Petroleum and Natural Gas, S.O. E.O.No. 3597 dated 10.09.2007, published in the Gazette of India on 11.09.2007 (hereinafter called the said Notification) authorized Shri Barid Baran Guha, Special Land Acquisition Officer (Retired), Government of West Bengal and Shri Indrajit Majumder, Joint Director (Retired), Government of West Bengal to perform the functions of Competent Authority for all the districts in the State of West Bengal under the said Act for laying Kakinada-Purulia gas pipeline by M/s Reliance Gas Transportation Infrastructure Limited (RGTL);

And, whereas, Ministry of Petroleum and Natural Gas has allowed RGTL to implement inter alia Kakinada-Purulia gas pipeline project through its Special Purpose Vehicle (SPV), namely, Reliance Infrastructure Limited ('Relog'), having its Registered Office at Ground Floor, 'Chinchwot', Sriram Mills Premises, Ganpat Rao Kadam Marg, Ward, Mumbai-400 013 (Maharashtra);

Now, therefore, in pursuance of clause (a) of Section 2 of the said Act and in partial modification of the said Notification of the Ministry of Petroleum and Natural Gas, Government of India hereby authorizes the persons mentioned in column (1) of the Table annexed hereto to perform the functions of the Competent Authority under the said Act for laying the said pipelines by M/s 'Relog' in respect of the areas mentioned in column (2) of the said Table.

Table

Name and address of persons (1)	Area of jurisdiction (2)
1. Shri Barid Baran Guha, Special Land Acquisition Officer (Retired)	All districts of West Bengal
2. Shri Indrajit Majumder, Joint Director (Retired)	All districts of West Bengal

[F. No. E-1401425/2008-G.P.]
K.K.SHARMA, Under Secy.

नई दिल्ली, 6 अप्रैल, 2009

का. आ. ४६८.— क्योंकि, भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 2 के खण्ड (क) के अनुसरण में, भारत के राजपत्र में 15.09.2007 को प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 2596 दिनांक 10.09.2007, (जिसे इसके पश्चात् उक्त अधिसूचना कहा गया है) के द्वारा उड़ीसा राज्य की उड़ीसा प्रशासनिक सेवाओं से सेवानिवृत्त श्री गोविन्द च. पटेल, संयुक्त सचिव, उड़ीसा सरकार, श्री भास्कर च. त्रिपाठी, ए.डी.एम. और श्री ब्रज सुंदर पांडा, ए.डी.एम., को उड़ीसा राज्य के सभी जिलों में मैसर्स रिलायंस गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड (आर.जी.टी.आई.एल.) द्वारा काकीनाडा-बासुदेवपुर-हावड़ा गैस पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त किया था;

और, क्योंकि, पेट्रोलियम और प्राकृतिक गैस मंत्रालय ने आर.जी.टी.आई.एल को अन्य बातों के साथ — साथ काकीनाडा-बासुदेवपुर-हावड़ा पाइपलाइन प्रोजेक्ट को उनकी मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड (रिलॉग), नाम से स्पेशल परपज वैहिकल (एस०पी०वी०), जिसका रजिस्ट्रीकृत कार्यालय भूतल, 'चित्रकूट', श्रीराम मिल्स परिसर, गणपत राव कदम मार्ग, वोर्ली, मुम्बई-400013 (महाराष्ट्र) में है, के द्वारा परिचालित करने के लिए स्वीकृति दे दी है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 2 के खण्ड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की उक्त अधिसूचना में आंशिक संशोधन करते हुए, संलग्न सारिणी के स्तम्भ (1) में वर्णित व्यक्तियों को, उक्त सारिणी के स्तम्भ (2) में वर्णित क्षेत्र में मैसर्स रिलॉग के द्वारा पाइपलाइन बिछाने के लिए सक्षम प्राधिकारी के कृत्यों का पालन करने के लिये नियुक्त करती है।

सारिणी

व्यक्तियों के नाम (1)	अधिकारिता के क्षेत्र (2) ~
1. श्री गोविन्द च. पटेल, संयुक्त सचिव (सेवानिवृत्त)	उड़ीसा राज्य के सभी जिले
2. श्री भास्कर च. त्रिपाठी, ए.डी.एम. (सेवानिवृत्त)	उड़ीसा राज्य के सभी जिले
3. श्री ब्रज सुंदर पांडा, ए.डी.एम. (सेवानिवृत्त)	उड़ीसा राज्य के सभी जिले

[फ. सं. एल-14014/24/2008 जी.पी.
के.के.शर्मा, अवर सचिव]

New Delhi, the 6th April, 2009

S. O. 868.—Whereas in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter called the said Act), Government of India vide Notification in the Ministry of Petroleum and Natural Gas S.O.No.2596 dated 10.09.2007, published in the Gazette of India on 15.09.2007 (hereinafter called the said Notification) authorized Shri Govind Ch. Patel, Joint Secretary to the Government of Orissa (Retired), Shri Bhaskar Ch. Tripathy, ADM (Retired) Government of Orissa and Shri Braja Sunder Panda, ADM (Retired) Government of Orissa to perform the functions of Competent Authority for all the districts in the State of Orissa under the said Act for laying Kakinada-Basudebpur-Howrah gas pipeline by M/s Reliance Gas Transportation Infrastructure Limited (RGTL);

And, whereas, Ministry of Petroleum and Natural Gas has allowed RGTL to implement inter alia Kakinada-Basudebpur-Howrah gas pipeline project through its Special Purpose Vehicle (SPV), namely, M/s Relogistics Infrastructure Limited ('Relog'), having its Registered Office at Ground Floor, 'Chitrakoot', Sriram Mills Premises, Ganpat Rao Kadam Marg, Worli, Mumbai-400 013 (Maharashtra);

Now, therefore, in pursuance of clause (a) of Section 2 of the said Act and in partial modification of the said Notification of the Ministry of Petroleum and Natural Gas, Government of India hereby authorizes the persons mentioned in column (1) of the Table annexed to perform the functions of the Competent Authority under the said Act for laying the said pipelines by M/s 'Relog' in respect of the areas mentioned in column (2) of the said Table.

Table

Name and address of persons (1)	Areas of jurisdiction (2)
1. Shri Govind Ch. Patel, Joint Secretary to the Government of Orissa (Retired)	All districts of Orissa
2. Shri. Bhaskar Ch. Tripathy, ADM(Retired)	All districts of Orissa
3. Shri Braja Sunder Panda, ADM(Retired)	All districts of Orissa

[F. No. L-14014/24/2008-G.P.]
K.K.SHARMA, Under Secy.

नई दिल्ली, 6 अप्रैल, 2009

का. आ. 869.—क्योंकि, भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 2 के खण्ड (क) के अनुसरण में, भारत के राजपत्र में 22.03.2008 को प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 603 दिनांक 20.03.2008, (जिसे इसके पश्चात् उक्त अधिसूचना कहा गया है) के द्वारा कर्नाटक राज्य की कर्नाटक प्रशासनिक सेवाओं से सेवानिवृत्त श्री के० एच० नान्जेगौड़ा, श्री के० मल्लीनाथ और श्री एच० एम० नागप्पा को कर्नाटक राज्य के सभी जिलों में मैसर्स रिलायंस गैस ट्रांसपोर्टेशन इनफ्रास्ट्रक्चर लिमिटेड (आर.जी.टी.आई.एल.) द्वारा चैनई—बंगलौर—मंगलौर गैस पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त किया था;

और क्योंकि, पेट्रोलियम और प्राकृतिक गैस मंत्रालय ने आर.जी.टी.आई.एल. को अन्य बातों के साथ—साथ चैनई—बंगलौर—मंगलौर पाइपलाइन प्रोजेक्ट को उनकी मैसर्स रिलोजिसटिक्स इनफ्रास्ट्रक्चर लिमिटेड (रिलॉग), नाम से स्पेशल परपज वैहिकल (एस०पी०वी०), जिसका रजिस्ट्रीकृत कार्यालय भूतल, 'चित्रकूट', श्रीराम मिल्स परिसर, गणपत राव कदम मार्ग, वोर्ली, मुम्बई—400013 (महाराष्ट्र) में है, के द्वारा परिचालित करने के लिए स्वीकृति दे दी है;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 2 के खण्ड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की उक्त अधिसूचना में आंशिक संशोधन करते हुए, संलग्न सारिणी के स्तम्भ (1) में वर्णित व्यक्तियों को, उक्त सारिणी के स्तम्भ (2) में वर्णित क्षेत्र में मैसर्स रिलॉग के द्वारा पाइपलाइन बिछाने के लिए सक्षम प्राधिकारी के कृत्यों का पालन करने के लिये नियुक्त करती है।

सारिणी

व्यक्तियों के नाम (1)	अधिकारिता के क्षेत्र (2)
1. श्री के० एच० नान्जेगौड़ा कर्नाटक प्रशासनिक सेवा (सेवानिवृत्त)	कर्नाटक राज्य के सभी जिले
2. श्री के० मल्लीनाथ, कर्नाटक प्रशासनिक सेवा (सेवानिवृत्त)	कर्नाटक राज्य के सभी जिले
3. श्री एच० एम० नागप्पा, कर्नाटक प्रशासनिक सेवा (सेवानिवृत्त)	कर्नाटक राज्य के सभी जिले

New Delhi, the 8th April, 2009.

S. O. 869.— Whereas in pursuance of clause-(a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1982 (50 of 1982) (hereinafter called the said Act), Government of India vide Notification in the Ministry of Petroleum & Natural Gas S.O. No. 803 dated 20.3.2008, published in the Gazette of India on 22.03.2008 (hereinafter called the said Notification) authorized Shri K.H. Nanjegowda, Shri K. Mallinath and Shri H.M. Nagappa, each retired from Karnataka Administrative Services to perform the functions of Competent Authority for all the districts of State of Karnataka under the said Act for laying Chennai-Bangalore-Mangalore gas pipeline by M/s Reliance Gas Transportation Infrastructure Limited (RGTEL);

And whereas, Ministry of Petroleum & Natural Gas has allowed RGTEL to implement inter alia Chennai-Bangalore-Mangalore project through its Special Purpose Vehicle (SPV), namely M/s Relogistics Infrastructure Limited ('Relog'), having its Registered Office at Ground Floor, 'Chitrakoot', Shram Mills Premises, Ganpat Rao Kadam Marg, Worli, Mumbai-400 013 (Maharashtra).

Now, therefore, in pursuance of clause (a) of Section 2 of the said Act and in partial modification of the said Notification of the Ministry of Petroleum & Natural Gas, Government of India hereby authorizes the persons mentioned in column (1) of the Table annexed to perform the functions of the Competent Authority under the said Act for laying the said pipelines by M/s 'Relog' in respect of the areas mentioned in column (2) of the said Table.

Table

Name and address of persons (1)	Areas of jurisdiction (2)
1. Shri K.H.Nanjegowda, Karnataka Administrative Services, (Selection Scale Cadre) (Retired)	All districts of Karnataka
2. Shri K.Mallinath, Karnataka Administrative Services, (Senior Scale Cadre) (Retired)	All districts of Karnataka
3. Shri H.M. Nagappa, Karnataka Administrative Services, (Junior Scale Cadre) (Retired)	All districts of Karnataka

नई दिल्ली, 6 अप्रैल, 2009

का. आ. ८७०.—क्योंकि, भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, १९६२ (१९६२ का ५०), (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा २ के खण्ड (क) के अनुसरण में, भारत के राजपत्र में २८.०४.२००७ को प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० ६८२(इ) दिनांक २५.०४.२००७, (जिसे इसके पश्चात् उक्त अधिसूचना कहा गया है) के द्वारा तमिलनाडु राज्य की तमिलनाडु प्रशासनिक सेवाओं से सेवानिवृत्त श्री एस० वैलयप्पन, स्पेशल डिप्टी कलेक्टर को तमिलनाडु राज्य के सभी जिलों में मैसर्स रिलायंस गैस ट्रांसफोर्मेशन इन्फ्रास्ट्रक्चर लिमिटेड (आर.जी.टी.आई.एल.) द्वारा काकीनाडा—हैदराबाद—उरान—अहमदाबाद गैस ट्रंक पाइपलाइन के आन्ध्र प्रदेश में विजयवाड़ा स्थित टैप ऑफ प्लाइन्ट से पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त किया था;

और, क्योंकि, पेट्रोलियम और प्राकृतिक गैस मंत्रालय ने आर.जी.टी.आई.एल. को अन्य बातों के साथ—साथ विजयवाड़ा—नेल्लौर—चेन्नई, चेन्नई—टूटीकोरिन, तथा चेन्नई—बैंगलोर—बैंगलोर गैस पाइपलाइन प्रोजेक्ट को उनकी मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड (रिलॉग), नाम से स्पेशल परपज वैहिकल (एस०पी०वी०), जिसका रजिस्ट्रीकृत कार्यालय भूतल, 'चित्रकूट', श्रीराम मिल्स परिसर, गणपत राव कदम मार्ग, वोर्ली, मुम्बई-४०००१३ (महाराष्ट्र) में है, के द्वारा परिचालित करने के लिए स्वीकृति दे दी है;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा २ के खण्ड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की उक्त अधिसूचना में आंशिक संशोधन करते हुए, संलग्न सारिणी के स्तम्भ (१) में वर्णित व्यक्तियों को, उक्त सारिणी के स्तम्भ (२) में वर्णित क्षेत्र में मैसर्स रिलॉग के द्वारा पाइपलाइन बिछाने के लिए सक्षम प्राधिकारी के कृत्यों का पालन करने के लिये नियुक्त करती है।

सारिणी

व्यक्तियों के नाम	अधिकारिता के क्षेत्र
(१)	(२)
१. श्री एस० वैलयप्पन, स्पेशल डिप्टी कलेक्टर (सेवानिवृत्त)	तमिलनाडु राज्य के सभी जिले

[फा. सं. एल-14014/22/2008-जो.पो.]
के.के.शर्मा, अवर सचिव

New Delhi, the 8th April, 2009

S. O. 870.—Whereas in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter called the said Act), Government of India vide Notification in the Ministry of Petroleum and Natural Gas S.O.No.682(E) dated 25.04.2007, published in the Gazette of India on 28.04.2007 (hereinafter called the said Notification) authorized Shri S.Vellaiappan, Special Deputy Collector (Retired), Government of Tamilnadu to perform the functions of Competent Authority for all the districts in the State of Tamilnadu under the said Act for laying gas pipeline from the Tap Off Point at Vijayawada in Andhra Pradesh of the Kakinada-Hyderabad-Uran-Ahmedabad Trunk Gas Pipeline of M/s Reliance Gas Transportation Infrastructure Limited (RGTL);

And, whereas, Ministry of Petroleum and Natural Gas has allowed RGTL to implement inter alia Vijaywada-Nellore-Chennai, Chennai -Tuticorin and Chennai - Bangalore - Mangalore gas pipelines projects through its Special Purpose Vehicle (SPV), namely, M/s Relogistics Infrastructure Limited ('Relog'), having its Registered Office at Ground Floor, 'Chitrakoot', Sriram Mills Premises, Ganpat Rao Kadam Marg, Worli, Mumbai-400 013 (Maharashtra);

Now, therefore, in pursuance of clause (a) of Section 2 of the said Act and in partial modification of the said Notification of the Ministry of Petroleum and Natural Gas, Government of India hereby authorizes the person mentioned in column (1) of the Table annexed to perform the functions of the Competent Authority under the said Act for laying the said pipelines by M/s 'Relog' in respect of the areas mentioned in column (2) of the said Table.

Table

Name and address of persons (1)	Areas of jurisdiction (2)
1. Shri S. Vellaiappan, Special Deputy Collector (Retired)	All districts of Tamil Nadu

[F. No. L-14014/22/2008-G.P.]
K.K.SHARMA, Under Secy.

नई दिल्ली, 6 अप्रैल, 2009

का. आ. 871.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1693(अ) तारीख 10 जुलाई, 2008, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड, की आन्ध्रप्रदेश में संरचनाओं से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलायंस गैस ट्रान्सपोर्टेशन इंफ्रास्ट्रक्चर लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 31 अगस्त, 2008 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं;

और, पाइपलाइन बिछाने के संबंध में जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, मैसर्स रिलायंस गैस ट्रान्सपोर्टेशन इंफ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तहसील/ तालुका: उमरगा	जिला : उस्मानाबाद	राज्य : महाराष्ट्र	आर.ओ.यु. अर्जित करने के लिए शैक्षणिक			
			हेक्टेहर	एकर	सि-एकर	
गांव का नाम	सर्वे / हिस्सा नंबर	1	2	3	4	5
1) चाकुर	82/2		00	38	40	
मंडल/ तहसील/ तालुका: उस्मानाबाद	जिला : उस्मानाबाद					
1) कोडगाव	231/3		00	04	80	
	255		00	34	00	
	230		00	02	60	
	231/2		00	03	00	
	234		00	24	00	

[फा. सं. एल-14014/4/2006 जी.पी.।

के.के.शर्मा, अवर सचिव

New Delhi, the 8th April, 2009

S. O. 871.—Whereas by a notification of Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1070(E) dated 20th July 2008, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from structures in Andhra Pradesh of M/s Reliance Industries Limited, by M/s Reliance Gas Transportation Infrastructure Limited to the consumers in various parts of the Country;

And, whereas, the copies of the said Gazette notification were made available to the public on or before 31st August, 2008;

And, whereas, no objections were received from the public to the laying of the pipeline;

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of said Act, submitted report to Government of India;

And, whereas, Government of Jharkhand, considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User thereon;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby decides that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby decides that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the decision, in M/s Reliance Gas Transportation Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluka: Unnao		District: Gorakhpur		State: Uttar Pradesh	
Village	Survey Sub-district No.				
1	2	3	4	5	6
1) Chakur	82/2	00	38	40	
Mandal/Tehsil/Taluka: Gorakhpur		District: Gorakhpur		State: Uttar Pradesh	
1) Kaudgaon	281/3	00	04	80	
	295	00	34	00	
	230	00	02	80	
	231/2	00	03	00	
	234	00	24	00	

नई दिल्ली, 6 अप्रैल, 2009

का. आ. 872.— भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 563 तारीख 17 फरवरी 2005 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, ऐसर्स रिलायंस इंडस्ट्रीज लिमिटेड की आन्ध्रप्रदेश में संरचनाओं से देश के विभिन्न हिस्सों में स्थित उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए ऐसर्स रिलायंस गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के लिए अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 11-12-2006 को उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के सम्बन्ध में जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और सकाम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह देती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से अग्रत सरकार में निहित होने के बजाए, सभी विलंगणों से मुक्त, ऐसर्स रिलायंस गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/तहसील/तालुक । शिल्प	जिल्हा : पुणे	राज्य : महाराष्ट्र				
		आर ओ यु अर्जित करने के लिये लेत्रफल	हेक्टेयर	एक्टर	सी एक्टर	
गांव का नाम	सर्वे नंबर / गट नंबर	1	2	3	4	5
1)	796/1	00	70	35		
1) कावरा						

[फा. सं. एल-14014/48/2004-जी.पी.]
के.के.शर्मा, अवर सचिव

New Delhi, the 8th April, 2009

S. O. 872.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas, number S.O. 563 dated the 17th February, 2006, issued under sub-section (1) of Section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India, declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification, for the purpose of laying pipeline for transportation of natural gas from structures in Andhra Pradesh of M/s Reliance Infrastructure Limited, for consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 11th December, 2006;

And whereas no objections were received from the public to the laying of the pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to Government of India;

And whereas Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the right of user in the land, specified in the Schedule appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in Government of India, on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Taluk/Taluk: Shirur		Schedule		
Village		1	2	3
1)	Nhavare	7000	00	70
				36

[F. No. L-14014/48/2004-G.P.]
K.K.SHARMA, Under Secy.

नई दिल्ली, 6 अप्रैल, 2009

का. आ. 873.— भारत सरकार को लोकसंघ में यह आवश्यक पूर्णीत रोत्र है कि, मैसर्स रिलाएंस इंडस्ट्रीज लिमिटेड की आन्ध्रप्रदेश में संरचनाओं से देश के विभिन्न हिस्सों में स्थित उष्मीकरणों तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपर्युक्त अनुसूची में वर्णित हैं, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50*) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अस्तित्व की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियोगी साधारण जनता को उपलब्ध करा दी जाती है, इकलीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एल. आर. गोतारणे, सकाम प्राधिकारी, रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, विशाल आर्केड दूसरी बैंगला, चिंचवड स्टेशनरोड चिंचवडमांडप, पुणे - 411033, भारतास्त्र राज्य को लिखित स्पष्ट में आक्षेप भेज सकेगा।

अनुसूची

मंडल/तालिम/तालुक : शिल्प		जिला : पुणे	राज्य : भारतास्त्र		
गांव का नाम	सर्वे नंबर / गट नंबर	आर जो यु अर्जित करने के लिये भेत्रफल			राज्य एकाउट
		हेक्टेयर	एकर	सी एकर	
1	2	3	4	5	
1) नावरा	798/1*	00	27	35	

* का. आ. 563 दिनांक 17/02/2005 द्वारा पी.ए.पी. एकट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गये सर्वे नंबर इस प्रतिपादन नया विस्तीर्ण के लिए।

[फा. सं. एल-14014/48/2004-जो.पी.।]

के.के.शर्मा, अवर सचिव

New Delhi, the 6th April, 2009

S. O. 873.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas from structures in Andhra Pradesh of M/s Reliance Industries Limited to consumers in various parts of the country a pipeline should be laid by M/s Reliance Gas Transportation Infrastructure Ltd;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India, hereby declares its intention to acquire the right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub - section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri. L. R. Gotame, Competent Authority, Reliance Gas Transportation Infrastructure Limited, Vishal Arcade, 2nd Floor Chinchwad Station Road, Chinchwadgaon, Pune - 411 033, Maharashtra State.

Schedule

Mandal/Theeru/Taluk: Shriram	Survey No.	Area in Hectares		
		Area to be acquired for RGT		
		Proposed	Aro	C-Are
	1	3	3	3
1) Nhavare	788/1*	00	27	35

* Survey Nos. notified vide S.O. 563, Dated 17/02/2005 u/s 3(1) of P&MP Act 1962. Present proposal is for additional extent.

[F. No. L-14014/48/2004-G.P.]
K.K.SHARMA, Under Secy..

नई दिल्ली, 8 अप्रैल, 2009

का. आ. 874.— केन्द्रीय सरकार को यह प्रतीत होता है की लोकहित में यह आवश्यक है कि चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली की रिफैनेरी से देवनगुडि टर्मिनल, बैंगलुर तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “चेन्नै- बैंगलुर पाइपलाइन” बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

इस व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इविक्स दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री, ऐल. थेकटा सुब्बर्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड चेन्नै-बैंगलुर पाइपलाइन परियोजना, अपार्टमेंट सं 104, वटसला टार्वस, नाइटु बिलडिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

डिल : पालसमुद्रम		जिला : चित्तूर		राज्य : आन्ध्रप्रदेश		
ग्राम पाला न.म	सवक्षण सं-खण्ड सं.	उप-खण्ड सं.	हेक्टर	एयर	वर्ग.मिटर	
46 ए.आर.भाष्टर	2	3	4	5	6	
	156	2	00	14	50	
	156	3	00	31	50	

[फा. सं. आर-25011/5/2007 ओ.आर. ।।
बी. के. दत्ता, अवर सचिव

New Delhi, the 8th April, 2009

S. O. 874.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devangudi Terminal, Bangalore a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (I) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User thereon, or laying of the pipeline under the land to Sri L. Venkata Subbaiah, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Palamedu		District : Chittoor		State: Andhra Pradesh	
Name of the Village	Survey No.	Sub -Division No.	Hectare	Ares	Sq.Mtr.
				Ares	
1	2	3	4	5	6
46, Krishnajammapuram	156	2	00	14	50
	156	3	00	31	50

[F. No. R-25011/5/2007-O.R.-I]
B. K. DATTA, Under Secy.

श्रम एवं रोजगार मंत्रालय
नई दिल्ली, 16 मार्च, 2009

का.आ. 875.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (सदर्भ सं. 32/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एस-42011/49/2006-आई आर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 16th March, 2009

S.O. 875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.32/2006) of the Central Government Industrial Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 16-3-2009.

[No. L-42011/49/2006-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

N. K. PUROHIT

Presiding Officer

I. D. NO. 32/2006

Ref. No. L-42011/49/2006-IR (DU) dated 15-11-2006

BETWEEN

Sh. A.L. Pandey, Regional President (NR)
All India CPWD (MRM) Karmchari Sangathan,
Income Tax Building, Near Pump House,
Mahatma Gandhi Marg, Civil Lines,
Allahabad

And

The Superintending Engineer
CPWD, Allahabad Circle, 841,
Wishwa Vidyalaya Marg,
Allahabad (U.P.)

AWARD

Dated, the 5th March, 2009

1. By Order No. L-42011/49/2006-IR (DU) dated 15-11-2006 the Central Government in the Ministry of

Labour, New Delhi in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial disputes Act, 1947 (14 of 1947) referred the following industrial disputes between Sh. A. L. Pandey, Regional President (NR) All India CPWD (MRM) Karmchari Sangathan, Income Tax Building, Near Pump House, Mahatma Gandhi Marg, Civil Lines, Allahabad the Superintending Engineer, CPWD, Allahabad Central Circle, 841, Wishwa Vidyalaya Marg, Allahabad adjudication.

2. The reference under adjudication is as under:

"Whether the demand of the All India CPWD (MRM) Karamchari Sangathan for grant of Post and scale of Rs. 3050-4590 for Sh. Mahesh Prasad from 6-6-97 to 25-7-2003 is legal and justified ? If yes, to what relief the workman is entitled ?"

3. The union has contended in his statement of claim that vide order dt. 23-7-97 issued by SE, Allahabad Central Circle, the workman is working as MLD but he is getting salary of a peon i.e. Rs. 2550-3200. It has further contended that vide letter of SE, Allahabad Central Circle dt. 24-7-97, name of the workman was also recommended to the Chief Engineer for appointment as MLD on adhoc basis in the proper pay scale of MLD. The union has also contended that at the time of initial appointment of the workman as peon on compassionate ground, he was possessing all the requisite qualifications for the post of MLD & the vacancy for the said post was available despite this the management did not consider him for the post of MLD at the initial stage itself. The union has alleged that in similar matter Shyam Sunder peon has been appointed as MLD therefore, non payment of proper wages to the workman is discriminatory, illegal & unjustified. The union has prayed for appointment of the workman as MLD in proper pay scale i.e. Rs. 3050-4590.

4. The management has denied the claim of the union and contended that the work of MLD was assigned to the workman on his own request on adhoc basis. He had worked as MLD only for the period from 6-6-97 to 25-7-03. Since 26-7-03, he is working on his original post as Peon. It is further contended that order dt. 23-7-97 was issued on the request of the workman himself and it is categorically mentioned therein that the said order would not confirm any legal right for the post of MLD. It is also contended that vide letter dt. 24-7-97 addressed to the Chief Engineer workman's name was recommended for appointment as MLD on adhoc basis but the same was returned on original. It is also contended that the work charge staff can not be transferred to regular establishment as per manual Vol. II of CPWD. Sh. Shyam Sunder peon has been appointed on the post of MLD on adhoc basis on his undertaking that he would not claim his seniority in the cadre of Peon.

5. In the rejoinder filed by the workman, he has reiterated his earlier averments made in the statement of claim.

6. The parties have filed documentary evidence in support of their respective claim. The union has examined the workman in support of its case whereas the management has examined Sh. Ram Prakash, AEN in support of their case.

7. Heard arguments of the both the sides and perused the record.

8. The workman has urged that since he had worked as MLD, he is entitled for the pay scale of the MLD. He has further urged that in similar matter Sh. Shyam Sunder who was also peon has been appointed as MLD on adhoc basis and he is getting the salary of MLD. He has also urged that in his undertaking Annexure (C-39), two lines have been inserted subsequently wherein it is mentioned that till promotion order he was agreed to work on the same salary, which he was getting & only TA and OTA of Driver may be given. He has further urged that non-payment of the pay scale of Driver is against the principle "equal pay for equal work."

9. The learned representative on behalf of the management has argued that as per para 11.04 Manual III of CPWD work charge staff can not be transferred to regular establishment and vice versa without prior approval of the Govt. of India. The workman was directed to perform duty of Driver purely on adhoc basis and it is mentioned in the order itself that it would not confirm any legal right for the post of MLD except that he would enjoy the ancillary benefits. Mere proposal of Supdt. Engineer for appointment of the workman as Driver on adhoc basis does not create any legal right to the workman.

10. He has also argued that the case of the Sh. Shyam Sunder is different from the case of the workman, because he had given undertaking that he would not claim any seniority in the original cadre of Peon. Moreover, he has been appointed on the adhoc basis only.

11. It is not disputed that the workman was initially appointed as peon on the compassionate ground and vide office order dt. 23-7-97 the workman was directed to perform the duty of MLD w.e.f. 6-6-97 which is reproduced below :

"In absence of regular Motor Lorry Driver, Sh. Mahesh Prasad presently working in Allahabad Central Circle is hereby directed to perform the duties of Motor-Lorry-Driver w.e.f. 6th June, 1997 till further orders. These orders are purely on ad-hoc basis and would not confer any legal right on Sh. Mahesh Prasad for the said post of Motor Lorry Driver except that he would enjoy the ancillary benefits which otherwise would accrue to him as Motor Lorry Driver, for the period he works as Motor Lorry Driver."

12. It is also not disputed that vide letter dt. 24-7-97 address to Chief Engineer (NZ)II, CPWD, Aliganj, Lucknow the Supdt. Engineer, Allahabad proposed that since there was ban on direct recruitment of driver the workman may be appointed as driver on ad hoc basis till some regular driver is posted and request was made to the central office for necessary permission for the same. It appears from the endorsement on the above letter that the same was returned to the Supdt. Engineer with the observation that suitable action be taken at his level.

13. From the admitted documents on record and averments of both the parties and from the statement on oath of the workman & the management witness Sh. Ram Prakash, AEN, it is evident that the workman was directed to perform the duties of the MLD vide order dt. 23-7-97 & he had worked as MLD for the period from 6-6-97 to 25-7-02 on ad hoc basis but he had not been paid salary in the scale of driver i.e. Rs. 3050-4590 for the said period.

14. Thus, question arises for consideration is whether the workman is entitled for grant of post & pay scale of Rs. 3050-4590 for the aforesaid period.

15. The workman was appointed as peon on compassionate ground. The contention of the workman that since he was possessing requisite qualification & the post of driver was available at the time of his initial appointment as peon, he was to be appointed as MLD is devoid of any force in view of the question formulated in reference under adjudication and relief claimed by the workman for grant of appointment as MLD in the proper pay scale of Rs. 3050-4590 from 6-6-1997 to 25-7-2003. It is not to be considered whether on the basis of his qualification & availability of vacancy he was to be appointed as driver at the time of initial appointment on compassionate ground.

16. The workman has admitted in his cross-examination that the undertaking C-39 was given by him but he has alleged that the following lines are not in his writing & the same have been subsequently inserted in his undertaking :

प्रभोशन अर्थात् जब तक नहीं निकलता है तब तक जो बेतन हमें मिल रहा है वही दिया जाए और टी. ए. एवं ओ. टी. ए. ड्राइवर रेट से दिया जाए।

17. But in his cross-examination he has admitted his signature A to B, in left side of the disputed aforesaid lines. From the perusal of his undertaking, it is evident that workman agreed voluntarily to work as MLD on the same pay scale which he was drawing as peon. Thus, his claim for grant of proper pay scale of MLD is not tenable, as the same is against his own undertaking to work as MLD on the scale, he was drawing as peon. Moreover, in the order dt. 23-7-97, whereby he was directed to work as MLD on adhoc basis, it is mentioned therein that he would be entitled for only the ancillary benefit which otherwise

would accrue to him as MLD and it would not confer any right to be posted as MLD. Furthermore, as per para 11.04 of the Manual III, no member of the workcharged staff can be transferred to the regular establishment & vice except with the prior approval of the Central Government.

18. The contention of the workman that since Sh. Syam Sunder peon has been appointed as MLD in the pay scale available for the cadre of MLD, he is also entitled for the same pay scale on the principle of equal pay for equal work, is also not sustainable. Sh. Syam Sunder peon has been appointed on ad hoc basis against the vacant post till regular appointment takes place against the said post. Moreover, the workman cannot claim as a matter of right for his appointment on the post of MLD on ad hoc basis particularly, in view of his own undertaking wherein he had agreed to work as MLD on the pay scale of peon till his regular appointment & the order dt. 23-7-97 (C-9) directing him to work as MLD till further order on ad hoc basis in the pay scale of peon without conferring any legal right on the workman for the said post of MLD.

19. In view of above discussion, the claim of workman for grant of post & scale of Rs. 3050—4590 from 6-6-97 to 25-7-2003 is not justified. The reference under adjudication is answered accordingly.

20. Award as above.

LUCKNOW

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 16 मार्च, 2009

का.आ. 876.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल इंस्टिट्यूट फॉर रिसर्च ऑफ बुफ़लोज़ो के प्रबंधितंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नं.-1 खण्डीगढ़ के पंचाट (सदर्थ सं. 19 एण्ड 21/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-42012/219/99-आईआर(डीयू)/

एल-42012/214/99-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 876.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.19 & 21/2000) of the Central Government Industrial Tribunal/Labour Court No. 1 Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Institute for Research of Buffaloes and their workman, which was received by the Central Government on 16-03-2009.

[No. L-42012/219/99-IR(DU)/L-42012/214/99 IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I.D. 19/2000 and 21/2000

- (1) Shri Ram Ashra S/o Shri Khushi Ram, Bharat Nagar, Ward No. 11, Nr. Fateh Chand's Shop, Hissar 125001.
- (2) Smt. Sukhma Davi W/o Shri Ram Asr, Bharat Nagar, Ward No. 11, Nr. Fateh Chand's Shop, Hissar 125001.

...Applicants •

Versus

The Director, Central Institute for Research on Buffaloes, Hissar 125001.

...Respondent

APPEARANCES

For the workman :	Shri Jitender Sharma
For the management :	Shri R. K. Sharma

AWARD

Passed on :—24-2-2009

These two industrial disputes are related to each other. Common question of law and facts are involved in the both of the industrial disputes. For ends of justice, both of the references are disposed off by this single award. I.D. No.19/2000, Ref. No. L-42012/219/99/IR(DU), dated 27-1-2000 will be the leading file, whereas, copy of award will be placed in another file (I.D. No. 21/2000, Ref. No. L-42012/214/99/IR(DU), dated 27-1-2000).

In both of the references, the main question for determination before this Tribunal is whether the action of the management in terminating the services of the workmen in the year 1994, is legal or justified, if not, what relief the workmen are entitled?"

On perusal of the pleadings of the parties, it is evident that case of the workmen is that they were engaged by the department as daily waged worker and worked as such from 1987 to 1994. From January 1994, they were not permitted to work without assigning any reasons. They have worked for more than 240 days in the preceding year from the date of their termination. No notice or terminal dues on their retrenchment were given to them Juniors to the workmen were retained in services, whereas, their services were terminated against the provisions of Industrial Disputes Act.

The respondent Central Institute for Research on Buffaloes appeared and opposed the references by filing written statement. It was contended by the management that Central Institute for Research on Buffaloes is not an

industry. The claim of the workmen is time barred. Both of the workmen have abandoned their services, they have not been terminated by the management of respondent. As they have abandoned their services, the plea of retaining the juniors has no legs to stand. The management of respondent had to carried on its work as research institute, so on account of the abandonment of the services by the workmen, other persons were engaged by the management.

Both of the parties were afforded the opportunity of being heard and adducing evidence. Opportunity was also given for oral arguments. Both of the parties also preferred to file the written briefs.

The main issues for adjudication before this Tribunal in both of the references are :—

- (1) Whether the management of respondent is an industry ?
- (2) Whether both of the workmen have abandoned their services ?
- (3) Whether the services of the workmen were terminated illegally against the provisions of Industrial Disputes Act.
- (4) To what relief/reliefs, if any, the workmen are entitled to ?

I am disposing off all these issues one by one on the basis of the evidence adduced by the parties.

So far as the issue of industry is concerned, this Tribunal in so many other references has held the management of respondent to be an industry. On the basis of activities carried on by the management of respondent and in compliance of the principle laid down by the Hon'ble the Apex Court in Bangalore Water Supply and Sewerage Board and others Vs. A. Rajappa, AIR 1978, SC 548 case, this court, as stated earlier, has held the respondent to be an industry. All the case laws as referred and relied upon by the management in these references on the point of industry have been discussed previously by this Tribunal. In I. D. No. 153/93, Shri Nandu Ram and others Vs. Director, Central Institute for Research on Buffaloes the management of respondent has been held to be Industry by this Tribunal.

Issue No. 2 and 3 are related to each other. It is the contention of the workmen that their services were terminated by the management of respondent in the month of January 1994. They were not permitted to work thereafter, without assigning any reasons. On the other hand, the management of respondent has contended that workmen have abandoned their services. There is no dispute on the fact that workmen worked with the management as daily waged worker from 1987 till the end of 1993. It is also not disputed that few more persons were engaged by the respondent to carry on its activities after the termination of the services of the workmen.

Respondent has admitted it in its written statement. The respondent has simply made an averment in the written statement and in the affidavit without assigning the circumstances which lead to prove its contention that the workmen have voluntarily abandoned their services. Surprisingly, learned counsel/representative of the management failed to raise the issue of voluntarily abandonment of the services to the workmen at the time of cross-examination. No question on voluntarily abandonment of services was asked from the workmen. In their affidavits, the workmen have clearly mentioned that they have not abandoned their services but their services were terminated by the management.

One of the circumstance which is pleaded by the management is regarding the delay in raising the industrial dispute. It is stated by the management that under Section 33C(2) of the Industrial Disputes Act, the prayer of the workmen is time barred. It is further stated that their services are said to be terminated in the year 1994, whereas, statement of claim was filed in the year 2000.

I am enable to accept the contention of the management because the proceedings in question are not the proceedings under Section 33 C(2) but initiated on the reference referred by the competent government under Section 10 of the Industrial Disputes Act. The claim petition was filed in 2000, whereas, the industrial dispute was raised much earlier. There is no time limit prescribed in industrial dispute for raising the industrial dispute. However, there are certain judicial pronouncement that the abnormal delay in raising the industrial dispute should be explained by the workmen. Even on the point of delay, the facts and circumstances of the case are to be considered by this Tribunal. Facts and circumstances also include the socio-economic condition of the workman and its nexus in failure of raising the industrial dispute in time. As contended by the management the industrial dispute was not raised in 2000 but much earlier.

Time taken in conciliation proceedings and reference making process by the Central Government under Section 10 of the Industrial Disputes Act, cannot be said to be delays by the workmen. Thus, the delay if any, has no nexus with the abandonment of the services by the workmen. There is no iota of evidence on record to prove, even *prima facie*, that workmen have abandoned their services.

As admitted by the management from 1987 till the end of 1993 workmen have worked with the management on daily waged basis. The workmen asked the management, through this Tribunal to file all the original vouchers and proof of presence. But the management could only file the vouchers for the year 1987 to 1989.

On perusal of the evidence adduce by the management, it is evident that on 10-1-07, the witness of the management adduced before the Tribunal that the

workmen abandoned their work in March 1989 and not in December 1993 and vouchers upto 1989 were provided by the management. In its written statement the management has not taken this plea that the workmen abandoned their work in December 1989 but in para 2 (b) it has been mentioned by the management that the claimant left the job way back in 1994 and they returned in 2000 to claim that some persons have been employed. The management has not stand on its own feet. In the pleadings, it was contended that the workmen abandoned the work in 1994, whereas, in evidence it was stated that they abandoned the job in the year 1989. This new turn was taken by the management to justify its conduct for filing the vouchers only upto 1989. Thus, the management has utterly failed to file the original document upto December 1993, whereas, the workman have proved that they have worked with the management upto December 1993. Previously, it was admitted by the management, but thereafter, 'U' turn was taken when the management was directed to file all the original records. All the records were lying in the custody and possession of the management and on its failure to file original records adverse inference shall be taken by this Tribunal. Certainly adverse inference is to be drawn that workmen has completed 240 days of work with the management in the preceding year from the date of their termination. Moreover, if the vouchers filed by the management are taken into consideration, the workmen have completed 240 days in that particular year which is claimed by the management as the preceding year of their termination. On the same way the workmen have worked with the management and there is no doubt, to reach the conclusion that both of the workmen have completed 240 days with the management in the preceding year from the date of their termination.

Undoubtedly, no notice or terminal dues were paid to the workmen before their termination. Industrial Disputes Act, protects the interest of certain workmen who have worked with the management for 240 days or more in the preceding year from the date of their termination. Under such circumstances, the termination of the workmen is regulated by the provisions of Industrial Disputes Act. Meaning thereby, for the termination of the workmen under such circumstances, one month notice and retrenchment compensation is the condition precedent. No notice, 30 days wages in lieu of the notice or terminal dues were paid by the management of respondent to the workmen which made their termination illegal.

Moreover, the Tribunal has come to the conclusion that none of the workmen has abandoned the services but management has disengaged them without notice and terminal dues. It is admitted by the management that few workers were engaged after the termination of the services of the workmen. No doubt, MW 1 when cross-examined in the year 2007 has stated that government has banned the

policy for recruitment of daily waged worker, but this plea or contention is not valid in this case because at the time when the workmen were retrenched without terminal dues and notice, the policy for appointment on daily wages was very well in force. The management has employed certain workmen afresh without protecting the right of both of these workmen regarding the priority of engagement as protected under Section 25H of Industrial Disputes Act. On this count as well the termination of the workmen is illegal.

On the basis of the above observation, I am of the view that termination of both of the workmen by the management is illegal and is hereby set aside.

On issue no. 4, I am of the view that there are two possible remedies available to the workmen. The tribunal may direct the reinstatement of workmen into the services, alternatively the management may be directed to pay a reasonable compensation. It is also a well settled principle of service jurisprudence that whenever the termination of any workmen is declared illegal by the Court of competent jurisdiction, the priority should be given for the reinstatement of the workmen into the services. Considering the facts and circumstances of this case. I am of the view that workmen should be reinstated into the service without any benefit of back wages. Accordingly, the management of respondent is directed to reinstate the service of the workmen on the same terms and conditions they were working prior to their termination, within one month from the date of publication of this award. The reference is answered accordingly. Let the Central Government be approached for publication of award and, thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 मार्च, 2009

का.आ. 877.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सलाल हाइटो इलेक्ट्रिक प्रोजेक्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में शिर्दिएष औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. I, चंडीगढ़ के पंचाट सदर्भ सं. 97/97 को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-42012/64/82-वी-II(बी)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.97/97) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to

the management of Salal Hydro Electric Project and their workman, which was received by the Central Government on 16-3-2009.

[No. L-42012/64/82-D-II(B)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Case No. 97/97

Shri Shyam Lal, C/o The General Secretary, Salal Project Work charge Employees Union, 659, Talwara colony, Reasi, J&K

.....Applicant

Versus

The General Manager, Salal Hydro-Electric Project, Jyotipuram, Reasi, J&K

.....Respondent

APPEARANCES

For the workman: Workman in person.

For the management: Shri V. K. Gupta

AWARD

Passed on 13-2-09

Central Govt. Vide notification No. L-42012/64/82-D-II(B)(IRDU), dated 7-2-1997 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Salal Hydro-electric Project, Jyotipuram, Reasi (J&K) in terminating the services of Shri Sham Lal, Beldar is legal and justified? If not, to what relief the workman is entitled to?"

The workman has challenged his termination from the service on the ground of violation of principles of natural justice by enquiry officer while conducting the enquiry. The management has denied any such violation. Both of the parties were afforded opportunity of being heard. Evidence of both of the parties was recorded by this Tribunal. All relevant documents regarding enquiry proceedings and enquiry report are on record.

The main issues for determination before this Tribunal are :—

1 Whether the management of respondent has conducted the enquiry in a fair and reasonable manner ?

2. Whether there has been any infringement or violation of any rule of the principle of natural justice?

3. Whether the disciplinary authority has rightly awarded the punishment of termination of workman from service?

Issues No. 1&2 are co-related. Therefore, for ends of justice, both of the issues are disposed of simultaneously.

The workman was charged for riotous and indecent behavior with his seniors (JCO) and threatening him for consequences, if his attendance was not marked. Charge sheet was given to the workman. Reply was also filed by the workman. On going through the reply, filed by the workman, I am of the view that in charge sheet all the facts which were base for the conducton of enquiry were mentioned. Dis-satisfying with the reply, an enquiry was conducted. The concerned rules contained in Modified Certified Standing Orders are on record. Rule 36 is relating to the disciplinary authority. I have gone through the entire rules and the procedure adopted by the enquiry officer while conducting the departmental enquiry. Sub Rule 3 of Rule 34 authorizes the management to appoint an enquiry officer, whereas the management has appointed an board of enquiry. The board of three persons has conducted enquiry and submitted its report. This issue has not been challenged by the workman. Moreover, after going through the entire materials on the record, I am of the view that no prejudice has been caused by appointing of three members enquiry board by the management. Full opportunity of being heard was given to both parties as per the procedure mentioned in rule 34 of Modified Certified Standing Orders. Evidence of both of the parties was recorded. Workman was given full opportunity for cross-examination of the witnesses of the management. He participated in entire enquiry proceedings. He was also given the opportunity to adduce evidence in defence, if any. He refused to adduce any evidence in defence.

Thus, the enquiry officer (board) has conducted the enquiry in a fair and reasonable manner as prescribed under rule 34 of the Modified Certified Standing Order and in my view there seems to be no violation of any rule or principle of natural justice. Accordingly, issue no. 1&2 are disposed of.

The workman Shri Shyam Lal was charged for riotous and indecent behavior with JCO and for threatening him. The statement of the workman, recorded by the enquiry board, shows that he was directed by JCO to mark his attendance by ensuring his personal presence. The workman Shri Shyam Lal sent someone to mark his attendance. On refusal by the JCO for marking his attendance in his absence by someone else, the incident took place. The workman while answering the question no. 6 to the board of enquiry has admitted that he has threatened the JCO because of hot altercation with someone at his house. He has also admitted some hot and cold with JCO who refused to mark his presence by any other person. The statements of other witnesses are also

on record. It is evident from the evidence that while threatening the JCO the workman uttered the following words :—

“This JCO did not know how to serve. I will teach him a lesson how to serve in any department. He has to face the consequences what he has done by marking my absence” (translation from Hindi)

The misconduct has been defined in rule 28 of the Modified Certified Standing Order. Rule 28 is relating to acts and omissions for which penalty may be imposed. Sub-Rule 28.1 speaks about the breach of rules/administrative instructions. Rule 28.16 contains the provisions relating to drunkenness, riotous, disorderly or indecent behaviour of a workman. Rule 13 is relating to attendance and late coming. Rule 13.1 contains that all workmen shall register their attendance at the specified time in the manner prescribed for the purpose by the management. It is personal responsibility of the workman to mark his attendance in a manner prescribed by the management for that purpose. In violation of this rule, the workman tried to mark his presence through some other workman. This is the violation of the rule mentioned in 28.1. Moreover, speak loudly in public place in presence of number of persons with his senior and threatening him to dire consequences is an act which is prohibited in Certified Standing Orders and covered under rule 28.16. The indecent behaviour has been admitted by the workman, whereas, the rest part of the incident including the word uttered by the workman has been proved by the witnesses during the departmental proceeding before the board of enquiry.

Thus, after considering all the facts and circumstances of the case and relevant rules, I am of the view that board of enquiry has rightly held the charges proved, against the workman. The disciplinary authority on the basis of the enquiry report and after affording the opportunity of being heard, awarded the punishment under rule 32 of the Modified Certified Standing Order. Rule 32 speaks about two types of penalties namely minor penalties and major penalties. Removal from service, reduction to a lower grade and dismissal are amongst the major penalties. I have gone through the entire Certified Standing Order and I am of the view that these rules does not contain any classification of misconduct, on which major penalty can be imposed. Rule 32 only contain that disciplinary authority may impose the penalty specified under the Standing Orders. It shows that Modified Certified Standing Orders have left it at the discretion of the disciplinary authority to award the punishment. But these discretionary powers of the disciplinary authority are subject to the well known principle of service jurisprudence that the punishment awarded should be in proportionate to the misconduct. Considering the misconduct of the workman in this case that he has misbehaved to his senior in the presence of number of

persons at a public place and threatened him with dire consequences, the workman, deserve for major penalty. The disciplinary authority has rightly terminated him from services and his termination from service in my view is in proportionate to the misconduct committed. No interference, accordingly, is called for. The workman has been rightly terminated from the service after proper, reasonable and fair enquiry and he is not entitled for any relief. The reference is answered accordingly. The Central Government be approached for publication of the award and thereafter, consigned the file.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 मार्च, 2009

का.आ. 878.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, धनबाद के पंचाट (सदर्म सं. 99/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-22012/235/2001-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 99/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 16-03-2009.

[No. L-22012/235/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

PRESENT

Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

Reference No. 99 of 2002

Parties : Employers in relation to the management of Food Corporation of India and their workman.

APPEARANCES

On behalf of the workman : Mr. R. N. Ganguly,
Advocate.

On behalf of the employers : Mr. S.N. Goswami,
Advocate.

State : Jharkhand Industry : Food

Dated, Dhanbad, the 25th February, 2009

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-22012/235/2001-IR (CM-II), dated the 6th September, 2002.

SCHEDULE

"Whether the action of the management of FCI, Darbhanga in terminating the services of Sri Manoj Kumar Singh who was engaged from 3-12-1999 to 11-8-2000 is legal and justified?"

2. In the Written Statement filed on behalf of the workman it has been stated that consequent upon a vacancy of Car Driver due to disablement of the permanent Car Driver namely Subash Jha, the concerned workman was engaged in the aforesaid vacancy of the driver on and from 3-12-99, by the then District Manager F.C.I. Darbhanga as a Driver of Vehicle No. BRP 1018 of the Officer of the District Manager, F.C.I. Darbhanga. The concerned workman was appointed verbally by the then District Manager of F.C.I. Darbhanga. He was working continuously and uninterruptedly and drawing his salary from the then District Manager directly. As a proof of his appointment the then District Manager, F.C.I. Darbhanga used to put his signature on the diary of the concerned workman. The concerned workman also used to put his signature on the Log Book of the aforesaid vehicle regularly from 3-1-2000. It has been further stated that the concerned workman by virtue of his continuous and uninterrupted service acquired the status of a permanent workman of F.C.I. Darbhanga. All of a sudden he has terminated by the employers from his service w.e.f. 12-8-2000 without any notice and appointed one Sri Mahendra Jha in place of the concerned workman. The stoppage/termination of service of the concerned workman by the employers is with the ulterior motive in order to deprive him from the length of service and consequential benefits and it shows a clear case of unfair labour practice. It has been further stated that the above act on the part of the management is illegal and accordingly it has been prayed on behalf of the workman concerned to pass an Award directing the employers to reinstate him in service with full back wages.

3. Management side also has filed their Written Statement stating therein that the present reference is incompetent and on the contrary to the provisions of the

Industrial Disputes Act, 1947 and the Rules framed thereunder inasmuch as there is no employer-employee relationship at all between the management and the alleged workman. It has been stated that the concerned alleged workman is not and has never been an employee as construed under Section 2(S) of the I.D. Act. The Present reference is also vitiated for being inconsistent with the provisions of Section 10 of the said Act under which it has been purportedly made. It has been stated further that present reference is also incompetent and illegal for being based on a patently incorrect presumption of the basic material required for such reference and on the other hand for being based on a misrepresentation and/or suppression of the fact that the concerned alleged workman was, during the period in question from 3-12-1999 to 11-8-2000, an employee of an establishment of Travel Agency by the name of M/s. R. K. Travel Agency by the name of M/s. R. K. Travels Agency at Nagar Nigam Market, Tower Chowk, Laheriasarai, Darbhanga which had entered into an agreement with the management of the F.C.I. on a principal to principal basis for making available arrangement for a Driver. The presence reference is also too belated on and therefore, not fit to be sustained in law. It has been stated that the appropriate government has not applied its mind to the essential and basic material on record before it in forming an Opinion about the existence of any industrial dispute before making the reference. It has been stated that there has never been an employment of the alleged workman under the management in the first place, the question of alleged termination of his service become hypothetical and impossible but for not having taken this into consideration at the time of reference, the Central Government committed an error of law and of jurisdiction rendering its reference bad in law. In the part-B of the Written Statement management have submitted that the Food Corporation of India has been established under Section 3 of the Food Corporation Act of 1964 and is fully owned, controlled and carried on by the Central Government. Under its recruitment policy, the process of recruitment can only be set in motion on occurrence of a vacancy, which is duly sanctioned by the authorised persons. Further more, in the event of occurrence of any vacancy for any staff, the local Employment Exchange Office has to be informed and the candidates are required to route their applications through such Employment Exchange. Upon receipt of such applications, the candidates have to undergo the prescribed tests. Any candidate emerging successful after all prescribed tests to be held and conducted by a Committee of authorised persons for the said purpose, he has to be given an employment letter in writing containing his terms and conditions of service after as office order to this effect having been made by competent authorities in the F.C.I. In the present case, in so far as the alleged workman Monoj Kumar Singh and his allegation of being employed as driver in the F.C.I. is concerned, it has been

stated by the management that there has never been any notified vacancy for the said post nor sanction of any vacancy for such post nor any invitation of applications for filling up any vacancy for the post of driver nor did Manoj Kumar Singh ever underwent any of the prescribed tests or interviews nor has nay committee eve taken any test or interviews for recruitment of Manoj Kumar Singh nor has any office order ever been issued/passed for employment of Manoj Kumar Singh as driver or as nay other employee at any point of time. Without such prerequisites the question of employment of the said Manoj Kumar Singh is completely ruled out and his allegations to the contrary are distorted, misrepresented and in suppression of the fact that he was at all material times an employee of another establishment by the name of M/s. R.K. Travels Agency situated at Nagar Nigam Market, Tower Chowk, Laheriasarai, Darbhanga. It has beeen submitted by the management that during the period in question i.e. from 3-12-1999 to 11-8-2000 in the office of the F.C.I. at Laheriasarai, a regular driver by the name of Subesh Jha was already in employment. Owing to the said Subesh Jha being temporarily unfit to drive a vehicle, the aforesaid Travels Agency by name M/s. R.K. Travels Agency was contacted. The said M/s. R.K. Travels Agency at Laheriasarai runs its own independent business of providing conveyance and vehicles as also the services of drivers on principal-to-principal basis to tis various customers. In view of the aforementioned contingency of the said deriver of the F.C.I. Subesh Jha being temporarily unfit and in view of the conveyance facility being indispensable even for a short duration, the said M/s. R.K. Travels Agency was contacted by the FCI to provide the services of driving the vehicle of the FCI. Accordingly in the usual course of its business the said Travel Agency started to depute its employee namely Manoj Kumar Singh for driving the vehicle of the F.C.I. The said Travel Agency used to raise upon the F.C.I. its bills for providing the aforesaid arrangement and facility. The said bills of the Travel Agency used to be paid by the management of F.C.I. Manoj Kumar Singh used to drive the vehilce of the F.C.I. at the instruction of his employer M/s. R.K. Travels Agency which paid to him his wages and salary and also regulated his all other working conditions. Under the arrangement and in the course of such transactions as between the said Travel Agency and the F.C.I. not only Manoj Kumar Singh but also any other person in his place could be deputed at any time and/or such deputation could be changed at any time by the Travels Agency. therefore, the claim of the concerned workman Manoj Kumar Singh that he is an employees of the F.C.I. is totally false, fabricated and not justified, as no relationship of employer and employee between the concerned workman and the management ever existed. Under the above circumstances, it has been prayed to pass an Award rejecting the claim of the concerned workman.

4. In this case both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of their Written Statement.

5. The concerned workman has produced WW-1 Manoj Kumar Singh and filed documents which have been marked as Ext. W-1 and W-2. Management also produced and examined Sital Thakur, as MW-1, K.K. Choudhury, MW-2, and Surendra Lal Das as MW-3 and proved documents which have been marked as Ext. M-1, M/2, M-2/2, M-2/3, M-2/4, M-2/5, M-2/6 and M-3.

6. Main argument on behalf of the workman is that he has maintained Log Book and doing the job of driving of vehicle No. BRP-1018 continuously for long time i.e. from 3.12.1999 to 11.8.2000. He has worked for more than 240 days entitling him for regularisation. He also argued that as per Ext. W.1 he maintained Log Book and as per Ext. W-2 which is a letter of District Manager, F.C.I. the concerned workman was a driver of departmental car bearing No. BRP-1018 and he has worked regularly. He can be appointed in the department permanently. His case has been recommended on 12-8-2000. This letter has been manipulated by the concerned workman when he was not required for service on 11-8-2000 and after that he got this letter. So this has got no meaning and value and no weight can be given. As per statement of WW-1 who has stated in cross-examination " I have got no appointment letter from the F.C.I. F.C.I. is a Govt. company. I have not given any application for employment as Driver in the Food Corporation of India." He has stated that through Cash voucher he was given Rs. 2000 but it has not been filed. He has also further stated that Mahendra Jha is the permanent driver who has joined on transfer from other place. This statement shows that he has not moved any application for appointment so that it may be considered by the management. In this respect. Ld. Counsel for the management referred a decision reported in 2006 (109) FLR 826, Secretary, State of Karnataka and other versus Uma Devi and others which is as follows :—

" Public employment—Constitution of India, 1950 Articles 32, 226, 12, 14, 16, 309, 315 and 335—Scheme of Public Employment—Broadly Governed by the Constitutional mandate contained in these provisions—Constitution does not contemplate any employment outside Constitutional Scheme and without following requirements laid down therein—but the States and the Union have a right to employ persons on posts which are temporary—on daily wages—as additional hands—By taking them in without following the required procedure—To discharge duties in respect of poste which are sanctioned—and are required to be filled in terms of relevant Constitutional procedure—Nothing in constitution prohibit such engaging of persons temporarily or on daily wages to meet the needs of situation—But such temporary employment cannot be resorted to defeat the very basic constitutional

be resorted to defeat the very basic constitutional Scheme of Public employment—Thus not ordinarily proper for Courts—Whether acting under Article 32 or under Article 226 of Constitution—To direct absorption in permanent employment of those who have been engaged without following due Constitutional process.

Nor can a court say that the Union or the State Government do not have the right to engage persons in various capacities for a duration or until the work in a particular project is completed. Once this right of the Government is recognised and the mandate of the Constitutional requirement for public employment is respected, there cannot be much difficulty in coming to the conclusion that it is ordinarily not proper for courts whether acting under Article 226 of the Constitution or under Article 32 of the Constitution to direct absorption in permanent employment of those who have been engaged without following a due process of selection as envisaged by the Constitutional Scheme.

State as an Employer—Constitution of India, 1950—Article 309—Power of State as an employer is more limited than that of a private employer—In so far as it is subject to Constitutional limitations—And cannot be exercised arbitrarily—Article 309 contemplates drawing up of procedures and rules to regulate recruitment—As also service conditions. When relevant rules have been made under Article 309 Government can make appointments only in accordance with rules.

Service jurisprudence—Regularisation and conferment of permanence—Distinction between— Words “regular” or “regularisation” do not connote permanence. And cannot be construed to convey tenure of appointment.

Regularisation in service—Decision by Apex Court in case of Dharwad District Public Works Department-v-State of Karnataka— Cannot be said to have laid down any law to effect that all those engaged on daily wages, casually, temporarily—Or when no sanctioned post or vacancy existed. And without following rules of Selection—Should be absorbed or made permanent gradually—And if ratio of the judgement aforesaid is taken as such—Said judgement disapproved.

Public Employment—Regularisation or Absorption—Review of earlier decisions of Apex Court—Judgements of Apex Court in State of Haryana v. Piara Singh and others, 1992 (3) SCR 826— Does not lay down a law that all adhoc, temporary or casual

employees engaged without following regular procedure should be made permanent.

Constitution of India, 1950—Articles 142 and 226—High Court has no power like power available to Supreme Court under Article 142—Merely because Supreme Court in a certain case granted certain relief in exercise of powers under Article 142—Similar orders could not be issued by the High Courts—Reference made to Apex Court decision in State of Punjab and others—v. Surinder Kumar and others.

Regularisation—Constitution of India, 1950—Article 162 State could not invoke its power under Article 162—to regularise appointments made in contravention of mandatory provisions—Regularisation cannot be made a mode of recruitment.

Public Employment—Constitution of India, 1950—Article 14 and 16—Adherence to these Articles—A must for public employment—Reference made to earlier binding decisions of Apex Court—Including decisions in cases of Kesavanand Bharti and India Sawhney.

Public Employment—Rule of Law—Constitution of India, 1950—Articles 14 and 16—Rule of equality in public employment. Is a basic feature of Constitution—Since Rule of law is a case of the Constitution—Court would be disabled from passing an order upholding violation of Article 14.—On ordering overlooking need to comply with requirement of Article 14 read with Article 16.

Service jurisprudence—Contractual appointment—Daily wages or casual appointment—Temporary appointment—When such appointments come to an end.—No right of permanence to such appointees—Merely on basis of continuance of such appointment.—If original appointment was not made by following due process of selection.—As envisaged by Rules—Courts to be careful in passing interim orders in such matters.—So as not to interfere with the economic arrangement of the affairs of the State—Or its instrumentalities.

Service jurisprudence—Equal pay for equal work—Different from concept of conferring permanency.

Constitution of India, 1950—Articles 226, 32, 142—Service matters—Orders directing the regularization etc.—Court should not grant a relief which would amount to perpetuating an illegality.

Public Employment—Doctrine of legitimate expectation—Not available to sustain claim of employees appointed on daily wages, casual or

temporary basis without complying with Constitutional procedural requirement—Nor do such employees have a right to be treated at par with regularly recruited employees. In terms of salary and allowances—Impugned order of the High Court modified by directing that the daily wage earner be paid wages equal to the salary of the lowest grade of employees of their cadre in Government service in the department in question (Commercial Tax Department)—No other allowances would be payable to such daily wagers—Part of the order of High Court directing the Government to consider their cases for regularisation—Set aside—Further directed that if sanctioned posts are vacant. State will take immediate steps for filling up those posts by a regular process of selection. But some age relaxation may be given to such employees (daily wagers etc.) who have been engaged for work in Department for a significant period. And some extra weightage may be given to them. Consequently C.A. Nos.3595-3612/1999, C.A. No. 3849/2001, C.A. No. 3520-3524/2002 and C.A. arising out of S.L. P(C) Nos. 9130-9105/2001 allowed subject to directions above as issued under Article 142 in para 46 and 44. C.A. Nos. 1861-2003/2001 dismissed.”

So in public employment such type of persons cannot be employed. Moreover as per document filed on behalf of the management shows that the concerned workman was working on the roll of R.K. Travels Agency and as per MW-1, R.K. Travels Agency has written letter to the management for providing driver @ Rs. 80 per day and as per Ext. M-2 payment of Rs. 1790.00 was made to R.K. Travels Agency for providing driver in respect of Car No. BR IP-1018 from 1-2-2000 to 29-2-2000. As per Ext. M-2/1 basic another payment of Rs. 1680 was made for supply of driver for the month of March, 2000 @ Rs. 65 per day. As Ext. M-2/2 payment of Rs. 1790 was made to R.K. Travels Agency for supply of driver in the month of April, 2000. As per Ext. M-2/3 payment of Rs. 1770.00 was made to R.K. Travels Agency for supply of driver in the month of May, 2000. As per Ext. M-2/4 payment of Rs. 1730 was made for supply of driver in the month of June, 2000 to R.K. Travel Agency. Similarly payment of Rs. 1860.00 was made to R.K. Travels Agency for supply of driver in the month of July, 2000 as per Ext. M-2/5. As per Ext. M-2/6 it appears that R.K. Travels Agency was paid a sum of Rs. 650 for supply of driver for the period from 1-8-2000 to 11-8-2000 and one day haultage @ Rs. 20. From the discussion of the above documents it transpires that all the payments were made by the management to R.K. Travels Agency where the concerned workman was employed, R.K. Travels Agency has provided driver to the management on daily wages basis. It is therefore clear that the concerned workman has got no relationship of employer and employee with the management.

Since there was no relationship of employer and employee between the concerned workman and the management of FCI and as the concerned workman was not appointed by the management of FCI, the question of termination of services of the concerned workman does not arise.

An Award is passed accordingly.

H. M. SINGH, Presiding Officer

नई दिल्ली, 16 मार्च, 2009

का.आ. 879.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गैरीसन इंजीनियर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-1, चंडीगढ़ के पंचाट (संदर्भ सं. 3/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-14012/31/2005-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 879.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Garrison Engineer and their workmen, which was received by the Central Government on 16-03-2009.

[No. L-14012/31/2005-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I.D. 3/2008

Shri Surinder Singh S/o Shri Ramesh Chand, H. No. 61-A,
Near Basic Public School, Dashmesh Nagar, VPO Naya
Gaon, Dist. Ropar, Punjab.

...Applicants

Versus

The Garrison Engineer-I, R&D, Garrison Engineer, Plot
No. 2, Sector-37-A, Chandigarh.

...Respondent

APPEARANCES

For the Workman Workman in person
 For the management : None

AWARD

(Passed on : 19-2-2009)

Government of India vide Notification No. L-14012/31/2005-IR(DU), dated 14-6-2006 referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Garrison Engineer (R&D), Chandigarh in terminating the services of their workman Shri Surinder Singh w.e.f. 26-5-2005 is legal and justified? If not, to what relief the said workman is entitled to?”

The workman in his statement of claim has stated that he had worked with the management of respondent for more than 240 days in the preceding year from the date of his termination and his services were illegally terminated against the provisions of Industrial Disputes Act. No notice, one month wages in lieu of the notice or retrenchment compensation was paid to the workman before his termination which make it illegal and void. In statement of claim, it is also alleged by the workman that juniors to him were retained, whereas, his services were terminated without assigning any reasons. The management of respondent contended that the services of the workman were provided by a Contractor (middle-man) on outsourcing and there was no master-servant relationship between the management and the workman.

Both of the parties were afforded the opportunity for adducing evidence. Parties were also heard in length.

The workman has contended that he was directly recruited/engaged by the management and his services were terminated without assigning any reasons against the provisions of Industrial Disputes Act, whereas, the management has challenged the contention of the workman on the ground of master-servant relationship between management and the workman.

It is settled principle of service jurisprudence that the workman has to prove before this Tribunal that he was directly engaged by the management and had worked for 240 days or more in the preceding year from the date of his termination. To discharge his legal responsibility, the workman has just filed an affidavit stated that he has worked 240 days or more with the management of respondent in the preceding year from the date of his termination. No proof which can be termed as valid in law, has been filed and provided by the workman. Certain receipts and identity card have been filed. But they are not sufficient to prove before this Tribunal that the workman had worked for 240 days or more with the management in the preceding year from the date of his

termination. The identity card filed by the workman has been signed by the officer of the management which proved the direct master-servant relationship between the management and the workman. It has falsified the contention of the management that the services of the workman were provided through contractor on outsourcing.

It was the contention raised by the management that the service were provided through contractor without filing any document regarding the agreement entered into between the management of respondent and the contractor who provided the service of the workman to the management. No iota of evidence is on the record which proved that service of the workman were provided to the management through contractor. Thus, in failure of filing adducing any evidence by the management on the issue of providing the service of the workman through contractor and providing certain document by the workman, as stated earlier, I am of the view that workman was directly engaged by the management on daily wage basis.

The workman has also claimed his regularization into the services on the ground that he was selected and appointed as a lift operator by the management of respondent and was kept on probation. But he failed to file any document related to his recruitment/appointment and joining the department on probation.

The Tribunal will reach any conclusion after considering all the facts and circumstances of this case. The facts and circumstances of this case proved that the workman was engaged by the management on daily wages and his services were not provided by a contractor. But as stated earlier, the workman had also failed to prove that he had worked 240 days or more with the management in the preceding year from the date of his termination. In his cross-examination the workman has stated that he cannot name any juniors who were retained in the service while his services were terminated. Thus, the workman has also failed to prove that his juniors were retained in the services, whereas, his services were terminated.

At the cost of repetition the workman has failed to prove both of the contentions that he had worked 240 days or more with the management of respondent in preceding year from the date of his termination and any junior was retained in the service, whereas, his services were terminated. Thus, no notice or terminal dues were required under the provisions of Industrial Disputes Act and his termination/disengagement cannot be termed as illegal. The workman is not entitled to any relief. This reference is accordingly answered. Let the appropriate government be approached for publication of the award, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 मार्च, 2009

का.आ. 880.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दर्न रीजन् फार्म मशीनरी एण्ड ट्रेनिंग इंस्टीट्यूट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चण्डीगढ़ के पंचाट संदर्भ संख्या 35/96 को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-42012/13/95-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 880.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/96) of the Central Government Industrial Tribunal cum Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Northern Region Farm Machinery and Training Institute and their workman, which was received by the Central Government on 16-03-2009.

[No. L-42012/13/95-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.

Case No. LD. 35/96

Shri Prem Bihari, C/o President, The Agriculture Workers Union, 123/5, Jawahar Nagar, Hissar-124001.

—Applicant

Versus

The Director, Northern Region Farm Machinery and Training Institute, Hissar-124001.

—Respondent

APPEARANCES

For the workman : Sri D.R. Sharma

For the management : Sri Dinesh Nagar

AWARD

Passed on : 24-2-2009

Government of India vide notification no. L-420 12/13/95-IR(DU), dated 27-3-1996 referred the following industrial dispute for judicial adjudication to this Tribunal:—

“Whether the action of the management of Northern Region Farms Machinery & Training Institute, Hissar in not giving the preference to Shri Prem Bihari at the time of re-employment is fair, legal and justified? If not, to what relief the workman is entitled to?”

The nature of reference itself shows that the workman has only challenged his termination on the violation of provisions of Section 25H of Industrial Disputes Act, denying the re-employment of retrenched workman on priority. In his cross-examination the workman has admitted that he had worked with the management only for 108 days. Thus, this Tribunal has to answer the reference in respect of the illegality of the termination of the workman on his right to re-employment protected under Section 25H of Industrial Disputes Act.

I have heard learned counsel for the parties and perused all the materials on record. One of the contention of the workman has been that no honour was given to the settlement executed between the workman and the representative of the management on 26-3-92. I have gone through the settlement dated 26-3-92 which is on record as Annexure W 2. In this instrument, it is clearly written that workman had only worked with the management for 108 days and no junior to the workman has retained in service or provided the job after the termination of the service of the workman. However, the management agreed that his right to reemployment shall be protected. It was nothing but the repetition of legal provisions enumerated under Section 25H of the Industrial Disputes Act. This burden lies on the workman to prove that juniors to him were provided with the job. The workman failed to provide the name, addresses and other particulars of the persons who are working with the management and had been juniors to him. On perusal of the entire materials on record, there is no iota of evidence available to prove that some juniors to the workman are still working with the management. The workman has casually mentioned the name of few persons without providing the details of employment of those persons with the management. Thus, on the basis of the above observation, I am of the view that the workman has failed to prove that any junior to him was re-employed and he was not given any chance by the management of respondent. Accordingly, the reference is answered. Central Government be approached for publication of the award, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 मार्च, 2009

का.आ. 881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल साइटिफिक इंस्ट्रमेंट ऑर्गेनाइजेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, चण्डीगढ़

के पंचाट संदर्भ संख्या 51/96 को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-42012/83/95-आईआर (डीब)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/96) of the Central Government Industrial Tribunal cum Labour Court No. 1 Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Central Scientific Instruments Organisation and their workman, which was received by the Central Government on 16-03-2009.

[No. L-42012/83/95-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYNENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. LD. 51/96

Shri Surinder R/o H.No. D-61, C.S.I.O. Colony, Chandigarh.

—Applicant

Versus

The Director, Central Scientific Instruments Organisation,
Sector-30, Chandigarh-160023.

—Respondent

APPEARANCES

For the workman :: Sri J.S. Sathi

For the management :: Sri Sunder Singh

AWARD

Passed on: 23-2-2009

Government of India vide notification no. L-42012/83/95-IR(DU), dated 30-5-96 referred the following industrial dispute for judicial adjudication to this Tribunal :

“Whether the action of the Director Central Scientific Instruments Organisation, Chandigarh in terminating the services of Shri Surinder Pal is legal and justified? If not, to what relief the workman is entitled to and from which date?”

The main contention of the workman in this reference is that he worked with the management for more than 240 days preceding to the date of his termination from 1-4-86 to

16-8-91. His juniors were retained in service, whereas, his services were terminated without any notice or retranchment compensation. He has prayed for declaring his termination illegal being against the provisions of Section 25 H and G of Industrial Disputes Act, and has sought reinstatement into the services with full back wages.

The management has contended that the respondent is not an industry and the relationship between workman and the respondent cannot be said to be industrial relations. It has also been contended by the management that initially the workman, Shri Surinder Kumar was appointed through a contractor Shri Raghbir Singh, and thereafter, the work was carried on by the workman on contract basis for a fixed term and period. It was further contended by the management that the workman has not completed 240 days of work in the preceding year from the date of his termination.

Parties were afforded the opportunity of being heard and adducing evidence before this Tribunal. I have heard learned counsels for the parties and perused all the materials on record including the evidence adduced by the parties oral and documentary.

The management filed certain documents regarding the nature of work carried on by the workman. A copy of the contract entered into between the management and contractor Shri Raghbir Singh is on record as Annexure R-2. This was the contract for the limited period, and thereafter, the work was taken from the workman, as alleged by the management, on contract for a fixed term. All the documents are on record. These documents shows that a particular work was entrusted to the workman for a particular period naming the workman as contractor as well as executor of the work. The workman was under the direct administrative control of the management while he executed the said work. So, on considering the nature of the documents, filed by the management, I am of the view that it was a paper arrangement made for the payment of the wages good to the workman with intent to avoid from any liability under Industrial Disputes Act. While the workman was working with the management, may be for a definite period, he was under the administrative control of the management. Payment was made good by the management and documents, as stated earlier, are well managed peace of paper for making the payment to the workman. Thus, the workman shall be considered to work directly with the management for all purposes.

It is the duty of the workman to prove before this Tribunal that he had worked for 240 days or more in the preceding year from the date of his termination. It is also the duty of the workman to prove that his juniors were retained in the service, whereas, his service were terminated without the compliance of the provisions of Industrial Disputes Act. On perusal of the material on record, it is evidently clear that workman has failed on both of the

counts. He has not proved that he has worked for 240 days in the preceding year before the date of his termination and any junior was retained in the service, whereas, his services were terminated. This burden cannot be shifted on the management. Moreover, management had filed certain documents and on perusal of these documents, the workman has not completed the work for 240 days or more in the preceding year from the date of his termination.

The management has also raised the objection regarding the relationship between the workman and the management. It has been stated by the management that respondent is not an industry. The management has supplied the copy of the order of Hon'ble Apex Court in which the 3 Judges Bench of the Court in a case relating to the management has referred the matter to larger bench for reviewing the definition of industry as laid down in Bangalore Water Supply and Sewerage Board and others Vs. A. Rajappa, AIR 1978, SC 548 case. It itself shows that the status of management has been declared by the court of competent jurisdiction to be an industry. It is true that matter has been referred to the larger bench of Hon'ble the Apex Court, but this Tribunal is bound by the existing law declared by Hon'ble the Apex Court. Existing law declared by the Apex Court is in Bangalore Water Supply case (supra). Thus, I am of the view that respondent is an industry. On perusal of entire materials on record, I am not smelling any illegality in terminating the services of the workman and he is not entitled to any relief. Accordingly, this reference is answered. Central Government be approached for publication of award; and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 मार्च, 2009

का.आ. 882.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कस्टम्स् एण्ड सेन्ट्रल एक्साइस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/अम न्यायालय, हैदराबाद के पंचाट संदर्भ संघ्या 53/2006 को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-42025/2/2009-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 882.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2006) of the Central Government Industrial Tribunal-cum-Labour Court Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Customs and Central Excise and their

workman, which was received by the Central Government on 16-03-2009.

[No. L-42025/2/2009-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 26th day of February, 2009

Industrial Dispute L.C. 53/2006

Between :

Smt. Y.M. Yadamma,

H.No. 5-5-274, Patel Nagar,

Gandhi Bhawan,

Hyderabad.Petitioner

And

1. The Director (Canteen),

Government of India,

Ministry of Personnel, Public Grievance & Pensions,

D/o Personnel & Training,

Room No. 361, Lok Nayak Bhawan,

Khan Market, New Delhi.

2. The Commissioner,

Customs and Central Excise,

Hyderabad-I Commissionerate,

Hyderabad.Respondents

APPEARANCES:

For the Petitioner : Sri G. Pavana Murthy, Advocate

For the Respondent : Sri G. Jayaprakash Babu, Advocate

AWARD

Smt. Y.M. Yadamma, Petitioner of this has filed this petition under Sec. 2 A(2) of the I.D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others, challenging the order of dismissal and for reinstatement in the service with full back wages.

2. It has been submitted by the Petitioner that she is the wife of deceased employee who was wash boy in the departmental canteen of the Commissioner of Customs and Central Excise from 18-3-1985 to 10-4-1999 on which date

the Petitioner's husband expired leaving behind applicant Petitioner and a minor son. After the death of her husband, Petitioner made a representation to the Commissioner of Customs and Central Excise in the month of May, 1999 for appointment on compassionate grounds. The Petitioner joined the office of Respondent No. 2 on the daily wages from the date of death of her husband and she worked without any break requesting the Respondent to appoint the Petitioner in compassionate quota. She completed more than 3 years of service as daily wage worker. Her case was considered for regularization along with Smt. K. Surekha by All India Central Government canteen employees Workers Association and S.M. Sahariar Director of Canteen recommended to the Respondent No. 2 to regularize the services of the Petitioner, a copy of the letter is enclosed with this petition. The Respondent did not regularize the services of the Petitioner and refused to appoint the Petitioner on compassionate grounds. The Petitioner approached the Hon'ble Central Administrative Tribunal, Hyderabad for redressal of her grievances and filed O.A. 133/2002. The Hon'ble Central Administrative Tribunal, Hyderabad disposed off the O.A. with observation that the Respondent may consider the representation of the Petitioner for compassionate appointment. Within the 5% vacancies subject to obtaining relaxation of educational qualifications. However, the services of the Petitioner was retrenched from April, 2002. The Respondent with a malafide intention and bias terminated the services of the Petitioner without giving any notice or without paying the retrenchment allowance. Thus, the action taken by the Respondent is bad in law, illegal, arbitrary and disproportionate, against the service rules and principles of natural justice. Thus, the Petitioner has represented this Petition before this court for setting aside the order of retrenchment and to order reinstatement with full back wages.

3. The Respondents have filed their counter statement. The Respondent has denied the contentions raised by the Petitioner in her claim statement and they have stated that Smt. Y.M. Yadamma have submitted an application on 20-3-2000 requesting to consider her candidature for the post of Sepoy on compassionate grounds. They have further stated that as per para 7 of the OM No. 14014/6/94-Estt. (D) dated 9-10-98, appointments on compassionate grounds are to be made upto a maximum of the 5% of vacancies falling under Direct Recruitment Quota in Group C and D post. For this purpose, the appointing authority has to hold back upto 5% vacancies in the aforesaid categories to be filled by direct recruitment, so, as to fill such vacancies on compassionate grounds. For this purpose the vacancies in the cadre of Sepoy were carried out on yearly basis and the number of vacancies in Sepoy cadre was not adequate for reserving the post of appointment on compassionate grounds and hence, the

question of reviewing the cases did not arise in the light of above position. They have further stated that the Petitioner approached Hon'ble Central Administrative Tribunal, Hyderabad Bench for redressal of her grievances and filed O.A. No. 133/2002 for considering her case for compassionate appointment. The Hon'ble Central Administrative Tribunal, Hyderabad disposed off the O.A. with observation that the Respondent may consider the representation of the Petitioner for compassionate appointment as claimed by the Petitioner.

4. The Respondent further stated that in view of the large number of representations for compassionate appointments the then Chief Commissioner, Customs and Central Excise, Hyderabad Zone addressed a letter to the Chairman, Central Board of Excise and Customs, New Delhi requesting to grant one time regularization to make appointments beyond the 5 % of approved quota. In response to that letter, No. A-12012/63/99-Ad.III(B) dated 25-8-99 informed that one time relaxation to make appointments beyond the 5% quota cannot be acceded to. In view of this letter the respondent's office could not consider the pending applications for compassionate appointments.; however, the vacancy for the years 2003-2004 and 2004-2005 were identified in Group 'D' cadre or appointment on compassionate grounds and in terms of the O.M. dated 9-10-1998, a screening committee was constituted and all pending applications were submitted to the committee for a scrutiny and consideration as per the parameters enunciated in the above O.M. On 1-3-2005 about 38 applications were pending for considering of Group D posts. Due to non-availability of the required number of vacancies under compassionate quota the applications could not be considered for years. It has further been submitted by the respondent that in terms of the Ministry of Personnel, Public Grievances and Pensions, Department of Personnel & Training, New Delhi, letter No. 14014/19/2002-Est.(D) dated 5-5-2003 forwarded along with Board letter F. No. A-12012/67/AD.III (B) dated 15-7-2004. The maximum time for a person's name can be kept under consideration for offering compassionate appointment will be three years. After three years if compassionate appointment is not possible to be offered to the applicant, his/her case will be finally closed and will not be considered again. It has further been stated that the time limit of three years for compassionate appointment may be decided with reference to the date of death or retirement on medical ground of a government servant. In compliance of Ministry of Personnel, Public Grievances letter dated 9-10-1998 a committee has been constituted to consider all the pending applications for appointments on compassionate grounds.

5. The husband of petitioner Sri Y. Pentaiah was working in the canteen which comes under the Department of Canteen, Ministry of Home Affairs. Department of

Canteen does not comes under the purview of the Customs and Excise. In tune of the instructions contained in para (7)(e) of O.M. dated 9-10-1998 i.e., "employment under the scheme is not confined to the Ministry / Department / Office in which deceased / medically retired Government Servant had been working such an appointment can be given anywhere under the Government of India depending upon availability of a suitable vacancy meant for the purpose of compassionate appointment", the case of the petitioner was also considered along with pending cases of the Customs, Central Excise & Service Tax Department. The committee met in March, 2005, which recommended one candidate for the post of Tax Assistant and two candidates for the post of Sepoy for the available vacancies. The committee has disposed off 15 applications in the group 'D' cadre as the applications are time barred in the light of the D.O.P & T instructions dated 5-5-2003. The petitioner Smt. Y. M. Yadamma is one of them. The committee disposed off applications prior to the year 2000 as ineligible since they were more than 3 years owing to the fact that the vacancies reserved for compassionate ground appointment pertains to the years 2003-04 and 2004-2005. It is further submitted that O.M. dated 9-10-1998, it was affirmed that compassionate appointment cannot be granted after a reasonable period lapsed and it is not a vested right which can be exercised at any time in future as was held by the Hon'ble Supreme Court basing on which O.M. dated 9-10-2009 was issued. Thus, the petition is not maintainable deserves to be dismissed.

6. Parties were directed to file their respective evidences. Petitioner has filed copy of her affidavit dated 26-4-1999 wherein she has shown herself and one Mr. Y.M. Devender, her son as the family member of the deceased Y.M. Pentaiah, Ex. W1 certificate of the office of Customs and Central Excise certifying that Y.M. Pentaiah was a wash boy (Canteen) was employed in his department on 18-3-1985 till the date of his death. Ex. W2 copy of the representation of Y.M. Yadamma dated 17-4-2000 for compassionate appointment. The succession certificate issued by the Mandal Revenue Officer showing Petitioner and her son Y.M. Devender to be the heirs of deceased Y.M. Pentaiah is Ex. W4. Letter of Director (Canteens) dated 14-3-2002 for regularization of the services of Y.M. Yadamma is Ex. W5, Copy of the judgement of Hon'ble Central Administrative Tribunal, Hyderabad passed in OA No.133/2002 dated 12-8-2002 directing the Respondent that the Petitioner can be accommodated within the 5% vacancies available in the compassionate quota after the lifting of the ban by regularization of the educational qualifications is Ex. W6. Ex. W7 is the representation of Y.M. Yadamma for appointment of post of Sepoy or Group 'D' posts on compassionate grounds dated 26-8-2002 is Ex. W7. Ex. W8 is another representation dated 16-4-2003. Application for reengagement dated 7-1-2006 is Ex. W9. Own affidavit of Y.M. Yadamma is Ex. W10. Y.M. Yadamma presented her

affidavit in evidence and appeared for cross examination as WW1.

7. The Respondent filed letter No.A-12012/87/98-AD.III(B) dated 9-12-1998 Ex.M1, enclosing OM No.14014/19/2002-Estt.(D) dated 5-5-2003. Ex.M2 letter No.A-12012/63/99-Ad.III(B) dated 25-8-1999. Ex.M3 O.M. No.14014/19/2002-Estt.(D) dated 5-5-2003. Ex.M4 is the order of the Hon'ble High Court of A.P. dated 3-8-2006 in WP No.14715 and batch. Ex.M5 letter dated 10-3-2004 regarding engagement of casual labourers. Ex.M6 letter dated 4-10-2004 regarding house-keeping services in headquarters. Ex.M7 letter dated 26-10-2007 letter of the office of Commissioner, Customs and central Excise. Sri M.V.Ramakrishna , Administrative Officer of the office of Customs and Central Excise filed affidavit as MW 1 and he has been produced for cross examination.

8. I have heard Learned Counsel for the parties and has gone through the pleadings and evidence of the parties.

9. It has been argued by the Learned Counsel for the Petitioner that the Petitioner has filed this case for declaration of the termination or retrenchment order illegal, invalid without basis, malafide and arbitrary without following the principles of natural justice and for the reinstatement of the Petitioner in her position and also for regular appointment. The Respondent has not denied nor they have given any reply regarding the appointment of the Petitioner or dismissal or retrenchment of the Petitioner from the post of casual labour.

10. I have gone through the counter statement filed by the Respondent management and find that Respondent's side had not challenged the contention of the Petitioner that she was appointed as daily wage worker soon after death of her husband. She worked for about 3 years in that capacity under the control of Respondent management and her services were terminated without any notice or by any written order in the month of April, 2002. Whatever statement has been put forward by the Respondent is about the appointment of the Petitioner on compassionate grounds, nothing has been stated about the Petitioner's daily rate employment, which is the subject matter of this petition. However, in his statement, the Respondent's witness Mr. M.V. Ramakrishna has admitted that Petitioner was appointed as daily wage worker soon after death of her husband and she was disengaged in the year 2001. Thus, the contention of the Petitioner that she was a daily rate worker appointed after death of her husband to save her from the vagaries, is supported with the statement of the Respondent's witness and this statement of witness is very material to decide that Petitioner was engaged as daily rate worker and she was disengaged without any notice or without payment of any compensation as alleged by her.

11. It has further been argued by petitioner counsel that in absence of any denial or challenge regarding the

appointment of the Petitioner as causal labour having worked for more than 3 years in that position in departmental canteen is evident of the fact that the contention of the Petitioner is acceptable that she has worked for more than 3 years as a casual worker in Respondent's canteen and she has been sacked by the Respondent management without serving any notice or without payment of any compensation as required U/s 25F of Industrial Disputes Act, 1947 and thus, the order of termination/retrenchment from the post of casual labour is illegal, arbitrary and violation of principles of natural justice.

12. I have considered this argument of the Learned Counsel for the Petitioner and in the light of this argument, I have gone through the evidence of the Respondent's witness Mr. M.V. Ramakrishna, the Administrative Officer of the office of Respondent who has admitted in his cross examination that Petitioner was engaged for the first time in May, 1999 as daily rate worker after the death of her husband. She worked in that capacity upto December, 1999. The Petitioner's appointment was made as daily rate worker soon after death of her husband in order to save her from financial hardships. He has stated that she discontinued her job on her own accord in December, 1999. He has further admitted that in December, 2000 Petitioner was again engaged as casual worker and in that capacity she worked upto December, 2001. This admission of the Respondent's witness fully prove the contention of the Petitioner that she was engaged as daily rate worker and she worked as daily rate worker in the Respondent's canteen after death of her husband. The Respondent's witness has categorically stated that a casual rate employment was given to the Petitioner soon after the death of her husband in order to save her from financial hardships. Thus, the contention of the Petitioner that she was given compassionate appointment appears to be true. No doubt, the Petitioner was not given regular appointment but she was appointed as daily rate worker to save her from financial hardships. How, the services of the Petitioner were disengaged or terminated has not been explained by the Respondent, whereas the Petitioner in her own affidavit and statement stated that her husband was a permanent worker. Though no appointment order was given to her, she has worked as casual rate worker for three years. The Respondent has not paid wages for five months to her. She has stated in her claim statement that when she asked for regularization of her services, her services were terminated. No reply has been given by the Respondent to this allegation of the Petitioner. Nor the Respondent has anyway stated in their counter statement that the Petitioner has worked in their canteen as daily rate worker or the Petitioner's services were disengaged. Thus, in the absence of any denial or challenge form the Respondent's side the Petitioner's contention stands proved and this court is of the opinion that the Petitioner was appointed as daily rate worker on the compassionate grounds soon after death of her husband.

She has worked for about 3 years as claimed by her which has not been denied by the Respondent, thereafter her services were terminated.

13. Thus, the termination of the services of the Petitioner as casual rate worker or the retrenchment of the Petitioner from the post of casual rate worker without giving her any notice or without making any payment of retrenchment compensation is violative of the principles of retrenchment of the services and thus, the claim of the Petitioner is justified. Her retrenchment/disengagement/termination of the services is illegal because no notice was given to the Petitioner nor any retrenchment compensation has been paid to her. Thus, the action of Respondent in terminating casual rate services of the Petitioner is illegal, arbitrary, unjust and violative of principles of natural justice and the oral termination order of April, 2002 or action of the management in terminating the services of the management w.e.f. April, 2002 is illegal, arbitrary and against the principles of natural justice and deserves to be set aside. Petition is allowed, the order of termination of services of the Petitioner as daily rated worker is set aside. Respondent is directed to reinstate the Petitioner in the post of daily rate worker within three months from the date of receipt of this order, the Petitioner shall not be entitled for the back wages. However, she will be entitled for the wages from the date she joins the department of the Respondent.

Accordingly, Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 26th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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WW1: Smt. Y.M. Yadamma	MWI: Sri M.V. Ramakrishna
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Documents marked for the Petitioner

Ex.W1:	Copy of affidavit dt.26-4-99
Ex.W2:	Copy of service certificate dt.26-4-99
Ex.W3:	Copy of representation of WW 1 dt.17-4-2000
Ex.W4:	Copy of caste certificate dt. 1-5-99
Ex.W5:	Copy of letter from Director(Canteens) to R2 dt.14-3-2002
Ex.W6:	Copy of order in OA No. 133/2002 dt.12-8-2002

Ex.W7: Copy of representation of WWI dt. 26-8-2002

Ex.W8: Copy of representation of WW I dt.16-4-2003

Ex.W9: Copy of representation of WWI dt. 7-1-2006

Ex.W10: Copy of receipt of registered post acknowledgement.

Documents marked for the Respondent

Ex.M1: Copy of Ir. Dt.9-1-98 regarding scheme of compassionate appointment

Ex.M2: Copy of Ir. Dt. 25-8-99 regarding compassionate appointment.

Ex.M3: Copy of office memorandum No.140 14/ 19/2002 Estt (D) dt. 5-5-2003

Ex.M4: Copy of order of Hon'ble High Court of A.P. dt.3-8-2006 in WP No.14715 & batch

Ex.M5: Copy of Ir. No. F. No. C-18013/75/2003- AD. III. B dt.10-3-2004

Ex.M6: Copy of Ir. No.C. No. I/22/57/2004- Admn. dt. 4-10-2004 regarding House-keeping services in HQRs.

Ex.M7: Copy of Ir. No. C. No. I/22/43/06-Admn. Dt. 26-10-2007.

नई दिल्ली, 16 मार्च, 2009

का.आ. 883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल टोबेको रिसर्च इंस्टिट्यूट के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 28/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-42012/52/2006-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2007) of the Central Government Industrial Tribunal-cum-Labour Court Hyderabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Tobacco Research Institute and

their workmen, which was received by the Central Government on 16-03-2009.

[No. L-42012/52/2006-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

PRESENT: SHRI VED PRAKASH GAUR,

Presiding Officer

Dated the 10th day of February, 2009

Industrial Dispute No. 28/2007

BETWEEN

Sri Bikkina Koteswara Rao,
S/o Late Veerraju,
H. No.1-20, Kotheru (PO)
Rajahmundry Rural, E.G. Dist.Petitioner

AND

The Director,
Central Tobacco Research Institute,
Rajahmundry.Respondent

APPEARANCES

For the Petitioner : Nil

For the Respondent : M/s. Ch. Dhananjaya, G.
Mallikarjun Rao and P. Narsing
Rao, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-40012/52/2006-IR(DU) dated 16-4-2007 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Central Tobacco Research Institute and their workmen. The reference is,

SCHEDULE

“Whether the action of the Management of Central Tobacco Research Institute, Rajahmundry in terminating the services of their workmen Shri Bikkina Koteswara Rao w.e.f. 11-2-2006 is legal and justified? If not, to what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 28/2007 and notices issued to

2. The Petitioner has filed his claim statement stating that he has studied X class with proficiency in cleaning of glassware etc. He was given appointment on 15-7-95 with certain terms and conditions that the contract was temporary

and a consolidated amount of Rs.1200/- p.m. is fixed etc.. It is further submitted that he worked continuously and requested for regularization, his request was not considered and he prayed to direct the Respondent for his reinstatement and continuity of service.

3. A counter was filed denying the averments made in the claim statement. It is submitted that the Petitioner has filed OA No.392/2005 in the Hon'ble Central Administrative Tribunal, Hyderabad which was rejected. It is further submitted that the Petitioner worked as lab attendant on contract basis. Hence, the petition be dismissed.

4. On 10-2-2009, case called out for Petitioner's evidence. Petitioner called absent while Respondent's counsel present. No adjournment application was moved for filing Petitioner's evidence on affidavit as such, the evidence was closed. In absence of any evidence, Nil Award is passed.

Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 10th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL.

Documents marked for the Respondent

NIL

नई दिल्ली, 16 मार्च, 2009

का.आ. 884.—ओडोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओडोगिक विवाद में केन्द्रीय सरकार औदोगिक अधिकरण/प्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 7/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-09 को प्राप्त हुआ था।

[सं. एल-40011/52/2007-आईआर (डीयू)]

सुन्दर सिंह, डैस्क अधिकारी

New Delhi the 16th March, 2009

S.O. 884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the

industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 16-03-2009.

[No. L-40011/52/2007-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT: SHRI VED PRAKASH GAUR,
Presiding Officer

Dated the 24th day of February, 2009

Industrial Dispute No. 7/2008

Between:

Sri T.V. Ramana Murthy,
District Secretary, National
Federation of Telecom Employees,
24-25-40, Durgapuram,
Vijayawada - 520 003.Petitioner

AND

The General Manager,
Bharat Sanchar Nigam Ltd.,
BSNL Bhawan, Chuttugunta,
Vijayawada - 520 002.Respondent

APPEARANCES:

For the Petitioner:	NIL
For the Respondent:	M/s. M.C. Jacob & K. Ajay Kumar, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-40011/52/2007-IR(DU) dated 15-2-2008 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Bharat Sanchar Nigam Ltd., and their workman. The reference is,

SCHEDULE

"Whether the demand of National Federation of Telecom Employees for grant of temporary status and regularization of services of Shri R. Ala Raju is legal and justified? If yes, to what relief the workman is entitled and from what date?"

The reference is numbered in this Tribunal as I.D. No. 7/2008 and notices issued to the parties.

2. On 24-2-2009, Petitioner is absent while Respondent's counsel present. Petitioner has not filed claim

statement. As such, this case is closed. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 24th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 मार्च, 2009

का.आ. 885.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 8/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-09 को प्राप्त हुआ था।

[सं. एल-40011/53/2007-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi the 16th March, 2009

S.O. 885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2008) of the Central Government Industrial Tribunal cum Labour Court Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 16-03-2009.

[No. L-40011/53/2007-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT
AT HYDERABAD**

PRESENT : Shri VED PRAKASH GAUR,
Presiding Officer

Dated the 24th day of February, 2009

Industrial Dispute No. 8/2008

Between:

Sri T.V. Ramana Murthy,
District Secretary, National
Federation of Telecom Employees,
24-25-40, Durgapuram,
Vijayawada - 520 003.Petitioner

AND

The General Manager,
Bharat Sanchar Nigam Ltd.,
BSNL Bhawan, Chuttugunta,
Vijayawada - 520 002.Respondent

APPEARANCES

For the Petitioner:	NIL
For the Respondent:	M/s. M.C. Jacob & K. Ajay Kumar, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-40011/53/2007-IR(DU) dated 15-2-2008 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Bharat Sanchar Nigam Ltd., and their workman. The reference is,

SCHEDULE

"Whether the demand of National Federation of Telecom Employees for grant of temporary status and regularization of services of Shri T. Solmon Raju is legal and justified? If yes, to what relief the workman is entitled to and from which date?"

The reference is numbered in this Tribunal as I.D. No. 8/2008 and notices issued to the parties.

2. On 24-2-2009, Petitioner is absent while Respondent's counsel present. Petitioner has not filed claim statement. As such, this case is closed. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 24th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

49 days in 1995, and one day in 1996, nil days in 1997 and only for 13 days in 1998 does not entitles the Petitioner to be regularized in Respondent's service.

8. I have gone through the claim statement and documentary evidence Ex.W3 and its enclosures along with the order of the Hon'ble Central Administrative Tribunal, Hyderabad which is Ex. W2 and oral testimony of N.Gopal, WW2-Sri B. Abdul Khader and WW3 Sri K. Ravinder. The oral evidence of Sri B. Khader and Sri K. Ravinder proves the same fact which is mentioned as in Ex. W3. Thus, the evidence available on the record does not prove that the Petitioner was appointed on 1-2-1999 or he worked up to March, 1995 on a continuous post. But the own documentary evidence of the Petitioner proves that the Petitioner worked for 6 days in April, 1994, 7 days in May, 1994, one day in July, 16 days in November, and 5 days in December. Thus, he cannot be said to have worked continuously in the Respondents' organization from February to March, 1995. The own statement of the Petitioner does not prove that the Petitioner has worked for a single day in the month of February, 1994 or January to March, 1995. However, the Petitioner has worked 26 days in April, 1995, two days in March, and 21 days in September, 1995, one day in entire 1996 and 13 days in the entire year of 1998. This proves that the Petitioner was neither appointed on temporary or regular basis nor he has worked in any of the temporary or regular services of the respondents. Though the documentary evidence produced by the Petitioner proves that his services were taken by the Respondent, intermittently as and when required by the Respondent for certain days in a year which does not entitle the Petitioner, to claim for the regularization.

9. The Petitioner's allegations are that he was retrenched on 13-3-2002. However, the Petitioner has not been able to prove that he has worked for a single day in Respondent's concern after the year 1998. Thus, the contention of retrenchment and date of retrenchment/termination of the services of the Petitioner appears to be hypothetical based on no evidence. In my opinion Petitioner's claim is based on misleading and wrong facts and the Petitioner cannot take advantage of his own wrong. The Petitioner has not been retrenched as claimed by him in the year 2002, as such, no relief can be granted to him. Petitioner has not been able to prove that he has worked for 240 days in the year preceding the date of his termination from the services but from his own evidence it is proved that Petitioner has not worked for more than 49 days in any of the years 1994, 1995 to 1998. There is no evidence to prove that he has worked for a single day beyond the year 1998 in the Respondent's concern, as such, the claim of the Petitioner is based on wrong and misleading facts. On the basis of this wrong and misleading facts, Petitioner is not

entitled for any relief. He has already filed a claim for the similar relief before Hon'ble Central Administrative Tribunal, Hyderabad which has not been granted him relief of regularization in the services, as such he is not entitled for the same relief from this court as well.

The Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 20th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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WW 1: Sri N. Gopal MW 1: Sri B. Jayapala Sarma

WW 2: Sri B. Abdul Khader

WW 3: Sri K. Ravindra.

Documents marked for the Petitioner

EX.W1: Copy of the enhanced amount in view of judgment.

EX.W2: Copy of order of Hon'ble Central Administrative Tribunal, Hyderabad in OA No.533/96.

EX.W3: Copy of Payment particulars for about 107 days between April, 1994 to May, 1998 maintained by Respondent.

Documents marked for the Respondent

EX.M1: Copy of order in OA No.533/1996 dt. 26-4-96

EX.M2: Copy of order in OA No. 118/2001 dt.13-3-2001.

EX.M3: Copy of Lr. No.GMTD -ATP/Genl/Legal/2001-02 dt.5-2-2002 reg. Payment of difference of wages.

EX.M4: Copy of DG T, New Delhi Lr.No.269-10/89-STN dt.7-11-89.

EX.M5: Copy of DOT New Delhi Lr.No.270-6/84-STN dt.22-6-88.

EX.M6: Copy of O.M.No.269-4/93-STN-II(Pt.,) dt. 12-2-99.

EX.M7: Copy of O.M.No.269-4/93-STN-II(Pt.,) dt.15-6-99.

EX.M8: Copy of Circular Lr. No.269-94/98-STN-II/Pers.IV dt.19-4-2001 reg. Regularization of casual labourers, left out cases.

EX.M9: Copy of retention Schedule.

नई दिल्ली, 16 मार्च, 2009

का.आ. 887.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 90/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-40025/9/2009-आईआर(डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 16-3-2009.

[No. L-40025/9/2009-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated, the 30th day of January, 2009
Industrial Dispute L.C.I.D. No. 90/2002

Between :

Shri P.V. V. Prabhakara Rao,
S/o Lakshminarayana,
C/o Sri C Suryanarayana,
Advocate, Hyderabad . . . Petitioner

and

1. The Chief General Manager,
Bharat Sanchar Nigam Ltd.,
AP Telecom, Hyderabad-500001
2. The General Manager,
Bharat Sanchar Nigam Ltd.,
Telecom, Warangal-506050
3. The General Manager,
Bharat Sanchar Nigam Ltd.,
Telecom, Khammam . . . Respondents

APPEARANCES

For the Petitioner : M/s C. Suryanarayana &
P. Venkateswara Rao,
Advocates

For the Respondent : Sri R. S. Murthy, Advocate

AWARD

This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Petitioner filed this petition against his illegal retrenchment by the Respondent. That he has joined the Respondent organization as casual mazdoor in Railway Electrification Project of Warangal Telecom District, and worked from 20-7-1985 to 30-4-1991. It is further submitted that later he was deputed to Re -Project at Raigiri. There he was paid on ACG-17 vouchers. During August, 1990 he was sick and availed weekly offs, but he was terminated from 1-8-1991. He prayed to direct the Respondents for reinstatement and such other benefits as this court deems fit.

3. A counter was filed by the Respondents denying all the allegations made by the Petitioner therein. It is submitted that there are some directions for engagement and disengagement of casual labour. In view of O.M. dated 12-2-1999 and the provisions of para 193 of P&T Manual Vol. X engaging casual labour are withdrawn. Hence, engagement of casual labour is closed establishment. There is no scope for reinstatement in any manner and it is prayed that the petition be dismissed.

4. Petitioner was examined in chief and marked Ex. W1 to W13 documents. He was cross-examined. Sri P. Srinu, Phone Mechanic filed affidavit as WW2 and Sri V. Govindaiah filed affidavit as WW3. Both WW2 and WW3 are not present for cross-examination till date.

5. Both parties called absent on 30-1-2009, the date for cross-examination of Petitioner witness. Order sheet transpired that parties to this case were not attending to the case for last three years, as such, no justification was found to adjourn the case. The case is dismissed in absence of parties. Accordingly, a Nil Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 30th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner :

WW1 : Sri P.V.V. Prabhakar
Rao

WW2 : Sri P. Srinu

WW3 : Sri V. Govindaiah

Witnesses examined
for the Respondent :

NIL

Documents marked for the Petitioner

Ex. W1 : Original working days book copy

Ex. W2 : Copy of Ir. No. A-7/DERE/SD/91-92 dt. 1-5-91

Ex. W3 : Certificate from DET, Kazipet that WW1 is engaged to work w.e.f. 1-8-1985

Ex. W4 : Detailed Scanning report dated 3-8-1990 of WW1

Ex. W5 : Original Scanning report of WW1 pertaining to Ex. W4

Ex. W6 : Copy of representation of WW1 to TDM, Warangal dt. 6-11-95

Ex. W7 : Registered post acknowledgment of Ex. W6

Ex. W8 : Registered post acknowledgment of Ex. W6

Ex. W9 : Registered post acknowledgment of Ex. W6

Ex. W10 : Copy of representation of WW1 to Respondents dt. 9-6-99

Ex. W11 : Medical fitness certificate of WW1 from Vivek Nursing Home dt. 29-6-99

Ex. W12 : Copy of Ultra Sound Scan of WW1 dt. 8-6-99

Ex. W12A : Original of Ex. W12

Ex. W13 : Copy of representation of WW1 to Respondents dt. 29-6-99

Documents marked for the Respondent

NIL

नई दिल्ली, 16 मार्च, 2009

का.आ. 888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नाजिम दरगाह ख्वाजा साहेब के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-42012/164/99-आईआर(डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 888.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Ajmer as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Najim Dargah Khwaja Saheb and their workman, which was received by the Central Government on 16-3-2009.

[No. L-42012/164/99-IR (DU)]
SURENDRA SINGH, Desk Officer

अनुबन्ध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)
पीठासीन अधिकारी : श्री मिथिलेश कुमार शर्मा, आरएचजेरेस

प्रकरण संख्या-सी.आई.टी.आर. 09/01

[प्रेफरेंस नं. एल-42012/164/1999-आई.आर(डीयू)
दि. 22-5-01]

भंवरलाल पुत्र श्री गंभीर जी निवासी लाडपुरा तह. डेगाना,
जिला नागौर

...प्रार्थी

बनाम

नाजिम, ऑफीस ऑफ दी नाजिम ख्वाजा साहेब दरगाह, अजमेर

...अप्रार्थी

उपस्थित : श्री नामेश शर्मा, अधिवक्ता, प्रार्थी ।

: श्री वी.डी. भार्गव, अधिवक्ता, अप्रार्थी ।

दिनांक : 5-2-09

अवार्ड

1. केंद्र सरकार द्वारा प्रेषित विवाद निम्न प्रकार है :-

"Whether the management of Najim Dargah Khwaja Saheb is an Industry under Section 2(i) of I.D. Act, 1947? If so, whether the action of the management of Najim Dargah Khwaja Saheb, Ajmer in terminating the services of Sh. Bhaneswar Lal S/o Sh. Sarmabirji, Ex-Safaiwala w.e.f. 12-10-1998 is legal and justified. If not, to what relief the workman is entitled?"

2. नोटिस के उपरान्त उभयपक्ष उपस्थित थे। प्रार्थी पक्ष ने अपने कलेम के विवरण में अंकित किया है कि उसकी सेवामुक्ति दि. 12-10-98 को अवैध व शून्य घोषित किया जाकर उसी दिनांक से सेवा में निरंतर मानते हुए पुनः पूर्व वेतन के सेवा में बहाल किया जावे, सेवामुक्ति की दिनांक से संपूर्ण बकाया वेतन मय व्याज, लाभ, परिलाभ, वरिष्ठता, मुकदमे खर्चों के पांच हजार रुपये व अन्य अनुरोध को प्रकरण की परिस्थितियों में न्यायोचित हो, भी प्रार्थी को अप्रार्थी पक्ष से दिलवाया जावे क्योंकि प्रार्थी की नियुक्ति (प्रार्टीमिक) अप्रार्थी के यहां सफाई कर्मचारी के पद पर दैनिक वेतन भोगी कर्मचारी के रूप में जुलाई सन् 1975 में हुई थी और तब से ही यह अपने कर्तव्य का निर्वहन पूरी ईमानदारी, निष्ठा के साथ बिना शिकायत का मौका दिये करना वर्णित किया है। आगे अंकित किया है कि उसके कार्य में गेस्ट हाऊस की सफाई, झाड़, पोंछा, शौचालय स्नानघर आदि की सफाई का कार्य आता था और उसका कार्य देखकर ही कुछ वर्षों बाद उसे स्थायी नियुक्ति देकर समय-समय पर वेतन वृद्धियां, महंगाई भत्ते में वृद्धि कर पी. एफ. में कटौती की जाती रही व कामगार सेवा के नियमों के अधीन संपूर्ण लाभ, देय भत्ते, बोनस आदि प्राप्त होना भी वर्णित किया है। आगे विस्तार से अप्रार्थी संस्थान को औद्योगिक संस्थान व आय के स्रोत व्यवसायिक होने के कारण अप्रार्थी संस्थान पर आई. डी. एक्ट के प्रावधान लागू होना भी वर्णित किया है। आगे प्रार्थी ने दि. 12-11-97 से अवकाश पर स्वयं की बीमारी के कारण जाने व दि. 17-9-1998 को शपथ पत्र सहित

कार्य पर लौटने का प्रार्थना पत्र देना वर्णित किया इस पर अप्रार्थी ने प्रार्थी को दरगाह कमेटी सेवा नियमों की अवहेलना का उत्तरदायी मानते हुए मनमाने ढंग से उसकी सेवायें समाप्त करना बताया है। इस प्रकार प्रार्थी ने बताया है कि उसे सुनवायी का कोई मौका नहीं दिया, जिसे प्राकृतिक व्याय के सिद्धांतों के प्रतिकूल बताते हुए अनुपस्थित अवधि का वेतन काट लिया व सेवा पृथक कर दो दंड नाफिस की श्रेणी में आना बताया है जबकि प्रार्थी ने स्वयं का पच्चीस वर्षों से भी अधिक समय तक सेवा करना व हरिजन होना भी वर्णित किया है। आगे पार्थी ने क्लेम में वर्णित किया है कि उसे कोई आरोप पत्र नहीं दिया व न ही घरेलू जांच की गयी, जो अनफेयर लेबर प्रैक्टिस में आना बताते हुए उसकी सेवामुक्ति के बाद अन्य व्यक्तियों को सफाई कर्मचारी के रूप में रखना बताया है। अंत में प्रार्थी ने क्लेम में संशोधन का अधिकार सुरक्षित रखते हुए, स्वयं का बेरोजगार होना एवं कहीं भी लाभप्रद नियोजन में कार्यरत न होना वर्णित किया है।

3. अप्रार्थी पक्ष ने प्रार्थी पक्ष द्वारा क्लेम में उल्लिखित तथ्यों का खंडन करते हुए अपने जवाब में अंकित किया है कि प्रार्थी का क्लेम खारिज किया जाकर, अवार्ड प्रार्थी के विरुद्ध पारित किया जावे क्योंकि प्रार्थी दि. 12-11-97 से बिना अवकाश स्वीकृत कराये, अनुपस्थित हो गया, प्रार्थी के पुत्र ने कभी अप्रार्थी को प्रार्थी की बीमारी बाबत मौखिक सूचना नहीं देना भी वर्णित किया है। आगे जवाब में अंकित किया है कि प्रार्थी की स्थियुक्ति का तथ्य स्वीकार है लेकिन प्रार्थी द्वारा अपने कर्तव्य निर्वहन को पूरी ईमानदारी से करने का व शिकायत का मौका नहीं देने का कथन अस्वीकार होना वर्णित किया है। आगे अप्रार्थी संस्थान से जवाब के पैरा नं. 5 में दरगाह खाजा साहिब धार्मिक चैरिटेबल एनडाउर्मेंट होने से उद्योग नहीं होने से आई. डी. एक्ट के प्रावधान लागू नहीं होना वर्णित किया है। आगे पैरा नं. 8 में जवाब में यह भी वर्णित किया है कि अप्रार्थी संस्थान का कोई भी कर्मचारी बिना अवकाश स्वीकृत कराये अवकाश पर नहीं जा सकता, अवकाश के उपभोग के बाद यदि प्रार्थी आवेदन पत्र प्रस्तुत करता है तो, उसे अवैध व शून्य होना बताते हुए, प्रार्थी को विधिवत् प्रक्रिया अपनाकर आदेश दि. 26-11-98 से समस्त देय वेतन के प्रार्थी द्वारा प्राप्त करने से अब प्रार्थी इस सेवामुक्ति को चुनौती, नहीं देना भी अंकित किया है। आगे प्रार्थी के लाडपुरा पते पर सेवामुक्ति से पूर्व अनेक बार सूचना भिजवाना, व पूरी सुनवाई का मौका देना भी बताया है। प्रार्थी को अनुपस्थिति बाबत दि. 22-11-92 व 20-1-98 स्पष्टीकरण मांगा किंतु प्रार्थी ने कोई जवाब व स्पष्टीकरण नहीं दिया, आगे अंकित किया है कि प्रार्थी लगभग ग्यारह माह बिना अवकाश स्वीकृत कराये व सूचना के अनुपस्थित रहा, इस कारण पूरा मौका देने के बाद ही प्रार्थी की सेवायें समाप्त करने का आदेश विधिवत् पारित करना वर्णित किया है। अंत में प्रार्थी को किसी भी प्रकार का अनुतोष प्राप्त करने का अधिकारी नहीं होना वर्णित किया है।

4. प्रार्थी पक्ष ने अपनी मौखिक साक्ष्य में प्रार्थी भंवरलाल का शपथ पत्र प्रस्तुत कर प्रतिष्ठीक्षण करवाया। प्रत्येखीय साक्ष्य में प्रदर्श डब. I लगायत II दस्तावेजों की फोटो प्रतियां प्रदर्शित करवाकर प्रस्तुत की है। अप्रार्थी पक्ष ने अपनी मौखिक साक्ष्य में सैयद नजर हुसैन का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रत्येखीय साक्ष्य में

प्रदर्श एम-1 लगायत 8 दस्तावेजों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की है।

5. उपरोक्त तथ्यों पर दोनों पक्षों को सुना गया, पत्रावली का अवलोकन किया। विद्वान् अभिभावक प्रार्थी की दलील है कि प्रार्थी ने जुलाई 1975 से नियमित अपनी सेवायें दी थी, उसका कार्य संतोषजनक था लेकिन उसकी सेवायें अवैधानिक रूप से समाप्त कर दी गयी और सेवा पृथक्करण विधि-विरुद्ध होने की दलील देते हुए, पुनः सेवा में पुनर्स्थापित करने की दलील दी।

6. विद्वान् अभिभावक प्रार्थी की यह भी दलील है कि अप्रार्थी की ओर से जो 27-11-92 के पत्र का हवाला दिया गया है उसका पत्रावली पर पेश नहीं किया गया है। प्रार्थी का अवकाश जान-बूझकर स्वीकृत नहीं किया गया। नाजिम दरगाह को पेश नहीं कर संबंधित दस्तावेजात् का प्रमाणीकरण नहीं कराया गया है। कोई आरोप पत्र प्रार्थी को नहीं दिया गया। प्रार्थी के सेवा पृथक्करण के बाद नये-नये कर्मचारी काम पर रखे गये और बांगलादेशी व्यक्तियों को सस्ती दरों पर नियोजित किया गया। इस प्रकार अप्रार्थी संस्थान ने विधि-विरुद्ध कार्य कर प्रार्थी को उसके वैधानिक अधिकारों से वंचित करने की दलील देते हुए, सेवा पृथक्करण आदेश अवैधानिक होने की दलील दी।

7. विद्वान् अभिभावक प्रार्थी की यह भी दलील है कि अप्रार्थी संस्थान एक उद्योग है, जिसके द्वारा 150-200 कमरों वाले गेस्ट हाऊस होटल बना रखे हैं जो व्यावसायिक रूप से संचालित किये जाते हैं। उक्त गैस्ट हाऊस व होटलों के रख-रखाव के लिए 100-125 व्यक्तियों का स्टाफ है जो दरगाह कमेटी के नियमों से शासित होते हैं। अप्रार्थी संस्थान द्वारा गरीब नवाज रेस्टोरेंट संचालित कर रखा है जिसमें महंगी दरों पर खाना दिया जाता है। अप्रार्थी संस्थान ने दरगाह अपार्टमेंट व अन्य व्यावसायिक प्रतिष्ठान भी चला रखे हैं जो कि उद्योग की श्रेणी में आते हैं और इस संबंध में संबंधित साक्ष्य का हवाला देते हुए अप्रार्थी संस्थान को उद्योग माने-जाने की दलील दी है।

8. विद्वान् अभिभावक प्रार्थी की यह भी दलील है कि अप्रार्थी ने जो तथ्य अपने जवाब में वर्णित नहीं किये हैं उन पर साक्ष्य पेश करने का प्रयास किया है जो तथ्य क्लेम के जवाब में नहीं है, उन पर साक्ष्य नहीं पढ़ी जावे। प्रार्थी के द्वारा जो साक्ष्य पेश की गयी है उस पर विश्वास करने व प्रार्थी के पक्ष में अवार्ड पारित करने की दलील दी तथा अपनी दलीलों के समर्थन में निम्नलिखित नजीरों भी पेश की हैं : -

1. एआईआर 1978 एस.सी. पेज 548 गुजरात स्टेट कॉर्प. यूनियन/वक्तमैन, गुजरात स्टेट कॉर्प. यूनियन।
2. एआईआर 1981 एस.सी. पेज 2235 पांडुरंग जीवाजी/रामचंद गंगाधर।
3. 2005 (4) आरएलडब्ल्यू पेज 3090 स्टेट ऑफ राज. छगनलाल जोशी,
4. 2006 डब. एल. सी. राज. पेज 734 रमेशचंद्र/रेट ट्रिब्यूनल, अलवर,

5. एआईआर 2005 एनओसी 471 सुधीरनेशनल इंश्योरेंस कं.
6. 2002 (2)आर एल डब्ल्यू 1289 स्टेट ऑफ राज./कहैयालाल व अन्य,
7. 1994 (1) आर एल आर पेज 465 एक्जी. इंजी./जज, लेबर कोर्ट जग्पुर।

9. विद्वान अभिभावक अप्रार्थी की दलील है कि अप्रार्थी संस्थान द्वारा कोई होटल व गैस्ट हाऊस संचालित नहीं किया जाता है, जो गेस्ट हाऊस आदि अप्रार्थी संस्थान के हैं, वह बहुत ही सस्ती दरों पर धार्मिक आस्था के अंतर्गत दिये जाते हैं, कोई व्यापारिक कार्य अप्रार्थी संस्थान नहीं कर रहा है। प्रार्थी अपने कार्य से स्वेच्छा अनुपस्थित हो चुका था और उसके अनुपस्थित ही जाने के आधार पर उसको सेवा से पृथक किया गया था। उन्होंने इस संबंध में प्रस्तुत साक्ष्य के विभिन्न अंशों का हवाला देते हुए तथा प्रस्तुत दस्तावेजात् का हवाला देते हुए प्रार्थी का सेवा पृथक्करण विधि अनुसार होना कहा और प्रार्थी का क्लेम खारिज करने की दलील दी तथा अपनी दलीलों के समर्थन में निम्नलिखित नजीरों भी पेश की हैं :-

1. एआईआर 2005 एस.सी. 1843 हरियाणा लैंड डब. बैंक/नीलम,
2. एआईआर 2008 एस.सी. 839 रीजनल मैनेजर/राकेश कुमार,
3. एआईआर 2005 एस. सी.1252 महेंद्र जैन/इंदौर डब. ऑर्थरी।

10. उपरोक्त दलीलों के संदर्भ में मैंने पत्राकालों का अध्ययन किया तो पाया कि सर्वप्रथम तय किये जाने वाला बिंदु यह है कि क्या मैनेजमेंट ऑफ नाजिम दरगाह खावाजा साहिब, अजमेर 2 (जं) आई.डी. के अंतर्गत एक उद्योग है ?

11. इस संदर्भ में प्रार्थी की ओर से जो क्लेम में तथ्य वर्णित किये गये हैं और उसके समर्थन में जो साक्ष्य पेश की गयी है उसमें ए. डब. 1 भंवरलाल ने अपने शपथ पत्र के चरण सं.3 व 4 में यह वर्णित किया है कि विपक्षी दरगाह कमेटी के प्रबंधक के अधीन दरगाह शरीफ की आय के लिए लगभग 150-200 करों के गेस्ट हाऊस बने हुए हैं जिनमें विभिन्न होटलों व गैस्ट हाऊसों की रेट पर ही परिसर कियाये पर दिया जाता है जिससे लाखों रुपयों की वार्षिक आय होती है। दरगाह कमेटी के अधीन 100-125 कर्मचारियों का स्टाफ है, जिसकी सेवायें दरगाह कमेटी कर्मचारी नियमों से शासित होती है। विपक्षी नियोजक का संस्थान दरगाह कमेटी एक औद्योगिक संस्थान है जिसमें आय के स्रोत व्यावसायिक तौर पर उसके अधीन संचालित गेस्ट हाऊस लगे अलावा गरीब नवाज रेस्टोरेंट कियाये पर चला रखा है जो शहर के भाई नोटल व रेस्टोरेंट से भी महंगा खाना देता है। इसके अतिरिक्त सिविल लाईस में दरगाह अपार्टमेंट निर्मित कर रखा है जिसमें बहुत अधिक कियाये की दर से कमरे व दुकानें कियाये पर दे रखी हैं एवं चल व अचल संपत्तियों से लाखों रुपये की वार्षिक आय होती है।

12. इस तथ्य पर जिरह की गयी है तो जिरह में ऐसा कोई तथ्य नहीं कहलावाया जा सका है, जिसे शपथ पत्र में वर्णित तथ्यों को असत्य माना जा सके। इसके विपरीत एन.ए.डब. 1 सैयद नज़र हुसैन

ने जो शपथ पत्र पेश किया है और उस पर जो जिरह की गयी है तो उस जिरह में उसने कहा है कि अजमेर शहर में दरगाह कमेटी की प्रॉपर्टी है, मदार गेट पर, फल सब्जी मंडी बाली प्रॉपर्टी दरगाह कमेटी की है उसमें करीब 150 दुकानें हैं, उसका किराया बसूल करता है। दरगाह कमेटी की कुल 400-450 किरायेदार है। मूल शपथ पत्र में भी ऐसा कोई तथ्य वर्णित नहीं किया गया है जिससे दरगाह कमेटी के द्वारा संचालित गेस्ट हाऊस होटल व रेस्टोरेंट आदि से कोई आय अप्रार्थी को नहीं होती हो। जहां तक अप्रार्थी के धार्मिक एवं चेरिटेबल एडाक्मेंट होने का प्रश्न है इस संबंध में ऐसा कोई दस्तावेज अप्रार्थी ने पेश नहीं किया है, जिससे यह तथ्य प्रमाणित होता हो।

13. वैधानिक स्थिति के लिए मैंने प्रार्थी को ओर से प्रस्तुत ए. आई.आर. 1978 एस.सी. पेज 548 की नजीर का अध्ययन किया तो पाया कि उक्त नजीर में यह अवधारित किया है कि :-

“Whether the management of Nijam Dargah Kuwaja Sahib is an Industry under Section 2(i) of I.D. Act 1947? If so, whether the action of the management of Nijam Dargah Khawaja Sohab, Ajmer. In terminating the services of Sh. Bhaneswar Lal S/o Sh. Sarmbhirji Ex-Safiwala w.e.f. 12-10-1998 is legal and justified, If not, to what relief the workman is entitled ?

14. उपरोक्त बिंदु को दृष्टिगत रखते हुए माननीय सर्वोच्च न्यायालय ने जिन-जिन तथ्यों को अथवा व्यापार को उद्योग की श्रेणी में माना है, वह तथ्य प्रार्थी की ओर से अपने शपथ पत्र व क्लेम में दर्शाये गये व्यवसाय के अनुसार होने से अप्रार्थी संस्थान को उद्योग की श्रेणी में माना जाना उचित है और तदनुसार इसका उत्तर दिया जाना भी उचित है।

15. दूसरा तथ्य देखे जाने वाला यह है कि क्या श्री भंवरलाल पूर्व सफाई वाला का दि. 12-10-98 से सेवामुक्त किया जाना वैध है?

16. इस बिंदु के संबंध में जो तथ्य अभिवचनों में आये हैं और उनके संबंध में जो साक्ष्य आयी हैं उसमें ए.डब. 1 भंवरलाल ने अपने शपथ पत्र में कहा है कि उसकी सफाई कर्मचारी के पद पर नियुक्ति दैनिक वेतन भोगी कर्मचारी के रूप में जुलाई 1975 में हुई थी। उसे विभिन्न स्थानों पर काम पर लगाया गया, उसे समय समय पर वेतन बढ़ाया दी गयी, उसे भत्ते व बोनस आदि भी दिये गये जब इस तथ्य के संबंध में गवाह से जिरह की गयी है तो जिरह में उसने यह कहा है कि उसने दरगाह कमेटी, मार्डन स्कूल आदि में काम किया। बाईस - तेईस साल पहले उसे कच्चों में लगाया गया था, उसे एक साल बाद ही स्थाई कर दिया गया। प्रदर्श डब. 2 स्थाई कर्मचारी के रूप में प्रमाण पत्र मिला है। वह प्रातः पांच बजे से लेकर प्रातः दस बजे तक सफाई का काम करता था फिर दोपहर दो बजे से शाम पांच बजे तक सफाई का काम करता था। एक गेस्ट हाऊस में करीब बीस-पच्चीस शौचालय होते हैं। उन सब की सफाई अकेला मैं ही करता था। दरगाह कमेटी में 100-125 कर्मचारियों का स्टाफ है।

बाबू ऑफिस में काम करते हैं। दरगाह कमेटी धार्मिक संस्थान नहीं है। किराया वसूल करते हैं। छुट्टी की मंजूरी कोई देता ही नहीं है। उसको चक्कर व चौरों की बीमारी थी तथा वह मीरांदातार गया था वहाँ इलाज करवाया था। दि. 17-9-89 को मैं नौकरी में नहीं गया हूँ।

अप्रार्थी की ओर से जो शपथ पत्र-पेश हुआ है उसमें यह वर्णित है कि प्रार्थी दि. 12-11-97 से बिना अवकाश स्वीकृत कराये तथा बिना किसी सूचना के इयूटी से अनुपस्थित हो गया। अनुपस्थित बाबत एक पत्र दि. 22-11-97 को लिखा जो प्रदर्श एम-1 है। नाजिम दरगाह कमेटी, अजमेर के आदेश से पत्र दि. 12-10-98 प्रेषित किया जो प्रदर्श एम-4 है। प्रार्थी को जो आदेश दि. 26-11-98 को भेजा वह प्रदर्श एम-5 है। आदेश की प्रति प्रदर्श एम-6 उसके गांव के पते पर भिजवायी थी जब इस गवाह से जिरह की गयी है तो जिरह में यह कहा है कि :-

“यह सही है कि प्रदर्श एम-1 मेरे द्वारा प्रार्थी भंवरलाल को डिलीवर नहीं किया गया। प्रदर्श एम-1 क्रमांक नंबर लिखा हुआ है। स्पीड पोस्ट करने की इयूटी डिस्पेच क्लर्क की होती है। भंवरलाल को कहाँ भेजा मुझे पता नहीं। दरगाह कमेटी के कर्मचारियों ने ट्रेड यूनियन रजिस्टर्ड अपनी समस्थायों को हल करने के लिए पंजीकृत करवायी थी। इस यूनियन का मैं सेक्रेट्री था। प्रदर्श एम-4 मेरे द्वारा डिलीवर नहीं किया आँफिस द्वारा डिलीवर किया गया। प्रदर्श एम-4 भंवरलाल को कहाँ भेजा मुझे पता नहीं। भंवरलाल बिल्कुल पढ़ा लिखा नहीं है। गेस्ट हाऊस से किराया मिलता है। मुझे यह जानकारी नहीं है कि दरगाह कमेटी को गेस्ट हाऊसों से, मकानों से, जमीनों से और दूसरी संपत्तियों से करोड़ों रुपये की आमदनी होती हो।”

18. गवाह ने जिरह में यह भी कहा है कि :-

“प्रदर्श एम-8 मेरे द्वारा तैयार किया गया नहीं है। मेरी जानकारी में नहीं है कि भंवरलाल को नौकरी से हटाने से पहले कोई जांच की गयी या नहीं स्वतः कहा मात्र पत्र दिये गये थे। मेरे द्वारा भंवरलाल को कोई पत्र नहीं दिया।”

19. उपरोक्त साक्ष्य के संदर्भ में पत्रावली के अध्ययन से यह भी प्रकट होता है कि प्रार्थी की दस्तावेजी साक्ष्य में प्रदर्श डब. 1 प्रार्थी का परिचय पत्र, प्रदर्श डब. 2 प्रमाण पत्र दिनांकित 20-7-94 जिसमें प्रार्थी को स्थाई कर्मचारी के रूप में कार्य करना वर्णित है, प्रदर्श डब. 3 लागत 8 1991-92 लागत 96-97 प्रार्थी के पी.एफ. काटने बाबत दस्तावेजात्, प्रदर्श डब. 9 वेतन पर्ची, प्रदर्श डब. 10 दि. 5-12-97 को प्रेषित प्रार्थना पत्र जिसमें अस्वस्थ होने बाबत सूचित किया गया है। प्रदर्श डब. —वार्ता प्रतिवेदन है।

20. अप्रार्थी दस्तावेजात् में प्रदर्श एम-1 नोटिस जिसमें 12-11-97 से अनुपस्थित होने का तथ्य वर्णित है। प्रदर्श एम-2 प्रार्थी की ओर से अप्रार्थी को भेजा गया नोटिस, प्रदर्श एम-3, अप्रार्थी की ओर से प्रार्थी को भेजे गये जिसका प्रदर्श एम-4 आदेश सेवा पृथक्करण, प्रदर्श एम-5 पी.ए. व अन्य लाभों के भुगतान बाबत दस्तावेजात् पेश किये गये हैं।

21. प्रदर्श एम-7 भंवरलाल की सेवा पुस्तिका भी प्रस्तुत की गयी है जिसमें उसकी सेवा व वेतन वृद्धि के बारे में इंद्राजात किये गये हैं, एवं नियमानुसार वेतन वृद्धि आदि दिये जाने का भी इंद्राज है अप्रार्थी की ओर से प्रदर्श एम-8 प्रार्थी का एक बयान पेश किया गया है जिसमें प्रार्थी का दि. 12-11-97 से अनुपस्थित रहने बाबत स्पष्टीकरण चाहा गया है लेकिन यह बयान किस कार्यवाही में लिया गया, किस अधिकारी ने लिया, इस बाबत कोई विवेचन नहीं है।

22. समग्र रूप से अध्ययन करने पर यह प्रकट होता है कि प्रार्थी की अनुपस्थित होने के संबंध में जो उसे नोटिस जारी किया वह प्रार्थी को मिला, इसका कोई प्रमाणीकरण अप्रार्थी की ओर से नहीं किया गया है। स्थिति यहाँ तक है कि नोटिस साधारण डाक से भेजा अथवा रजिस्टर्ड डाक से भेजा, इस बाबत कोई साक्ष्य पेश नहीं की गयी है। यदि नोटिस के उपरांत प्रार्थी उपस्थित नहीं आया तो उसे कोई आरोप पत्र अप्रार्थी की ओर से पेश नहीं किया गया है। स्थिति यहाँ तक है कि प्रार्थी के कार्य पर उपस्थित नहीं आये पर तथा नोटिस आदि जारी करने की तापील प्रार्थी पर नहीं होने के बाद किसी अखबार आदि के माध्यम से सूचना प्रकाशित की गयी हो, ऐसा भी कोई तथ्य अप्रार्थी की ओर से नहीं दर्शाया गया है।

23. जो नोटिस प्रार्थी को अप्रार्थी की ओर से जारी किया गया, वह प्रार्थी को मिला यह अप्रार्थी ने प्रमाणित नहीं किया है। नोटिस रजिस्टर्ड डाक से भेजा गया हो, ऐसा कोई तथ्य अप्रार्थी लेकर नहीं आया है, जो आदेश प्रदर्श एम-4 जिसमें प्रार्थी को सेवा पृथक किया गया उससे पूर्व कोई आरोप पत्र जारी करना अथवा जांच करना और जांच में प्रार्थी को सुनवाई का अवसर देना अप्रार्थी ने प्रमाणित नहीं किया है जो बयान प्रदर्श एम-8 अप्रार्थी की ओर से लिया गया है, वह किस अधिकारी ने लिया, इस बाबत बयान पर कोई पृष्ठांकन नहीं है, कोई आरोप पत्र जारी किया गया हो, बाबत कोई कार्यवाही पेश नहीं की गयी है, ऐसी सूत्र में जो सेवा पृथक्करण आदेश प्रदर्श एम-4 है, वह प्रार्थी को सुनवाई का अवसर दिये जाने के पश्चात् जारी किया गया हो, यह अप्रार्थी प्रमाणित नहीं कर सका है और सेवा पृथक्करण आदेश बिना कोई आरोप पत्र जारी किये बिना प्रार्थी को सुनवाई का अवसर दिये, जारी किया गया है, प्रकट होता है। इस संबंध में प्रस्तुत नजीरों का अध्ययन किया तो पाया कि प्रार्थी ने जो नजीरों पेश की है उनमें आर एल आर 1994 पेज 465 की नजीर में रजिस्टर्ड डाक से पत्र भेजने पर उसकी रसीद अथवा प्राप्ति रसीद पेश करना आवश्यक माना गया है और यह जिम्मेदारी साबित करने का भार अप्रार्थी को सौंपा गया है। ए.आई.आर. 2005 एन.ओ.सी. पेज 471 की नजीर के अनुसार जिस व्यक्ति ने बयान प्रदर्श एम 8 दर्ज किया तथा जिसने आदेश प्रदर्श एम-4 पारित किया, वह जांच के बाद पारित किया गया ऐसा कोई गवाह अप्रार्थी की ओर से पेश नहीं किया गया है तथा अप्रार्थी ने जो नजीरों पेश की है, उसमें रेफरेंस धारा 25जी के संदर्भ में प्राप्त नहीं होने से इस बिंदु पर अभिमत देने की आवश्यकता नहीं है और ए.आई.आर. 2006 एस.सी. पेज 839 की नजीर में यह अवधारित किया गया है कि :-

“Reference was not made regarding validity of retrenchment under S. 25 But for no

considering respondent for re-employment under S. 5 H. order of reference did not refer to S.25-H But only to S.25 H. Thus finding by Tribunal that under terminating services of respondent was in violation of S.25 H Illegal.”

24. अतः उपरोक्त तथ्यात्मक तथा विधिक विवेचन के आधार पर यह स्पष्ट होता है कि प्रार्थी को सेवापृथक करने से पूर्व उसे कोई नेटिस जारी नहीं किया गया, उसे आरोप पत्र नहीं दिया गया, कोई सुनवाई का अवसर नहीं दिया गया, जो बयान दर्ज किये गये हैं, वह किस कार्यवाही में, किस अधिकारी ने दर्ज किये, यह प्रमाणित नहीं किया गया। अतः सेवा पृथक्करण आदेश प्राकृतिक न्याय के सिद्धांतों के विपरीत होने से अवैधानिक पाया जाता है और प्रार्थी का सेवा पृथक्करण आदेश अवैध घोषित किया जाना उचित है।

25. जहां तक बैंक वेजेज का प्रश्न है, प्रार्थी ने अपनी लंबी अनुपस्थिति के बारे में कोई संतोषजनक कारण नहीं दर्शाया है। स्थित यहां तक है कि उसका सेवा पृथक्करण दि. 12-10-98 को हुआ और यह रेफरेंस इस न्यायालय में दि. 10-7-01 को प्राप्त हुआ है, अतः प्रार्थी को रेफरेंस प्राप्त होने की दिनांक 10-7-01 से पच्चीस प्रतिशत बैंक वेजेज दिलाया जाना भी उचित है।

आदेश

26. फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि प्रबंधन, नाजिम दरगाह खाजा साहिब औद्योगिक विवाद अधिनियम 1947 की धारा 2(जे) के तहत एक उद्योग है।

प्रबंधन नाजिम दरगाह खाजा साहिब, अजमेर द्वारा श्री भंवरलाल पुत्र श्री गंभीर जी, पूर्व-सफाईवाला को दि. 12-10-98 से सेवापृथक करना अनुचित एवं अवैध है।

प्रार्थी भंवरलाल के पूर्वनुसार पूर्व पद पर पुर्वस्थापित किये जाने का आदेश दिया जाता है। प्रार्थी रेफरेंस की दिनांक 10-7-01 से बैंक वेजेज के रूप में कुल बकाया बेतन-धर्ती का पच्चीस प्रतिशत अप्रार्थी से प्राप्त करने का अधिकारी होगा। अप्रार्थी उक्त आदेश की पालना अवार्ड के प्रकाशन के एक माह में करें।

मिथिलेश कुमार शर्मा, न्यायाधीश

नई दिल्ली, 16 मार्च, 2009

का.आ. 889.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिनेन्टेन्ट ऑफ पोस्ट ऑफिसेस के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-40012/261/99-आईआर(डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th March, 2009

S.O. 889.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial

Tribunal/Labour Court, Ajmer as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sr. Superintendent of Post Offices and their workman, which was received by the Central Government on 16-03-2009.

[No. L-40012/261/99-IR(DU)]

SURENDRA SINGH, Desk Officer

अनुबन्ध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीडीसीन अधिकारी : मिथिलेश कुमार शर्मा, आरएचजेएस

प्रकरण संख्या-सीआईटीआर-18/99

(रेफरेंस नं. एल-40012/261/99-आईआर (डी यू)

दिनांक 18-11-99

श्री मल्लासिंह रावत पुत्र श्री शिवसिंह रावत निवासी नेडलिया पी.

ओ. कांस वाया पुष्कर जिला अजमेर

... प्रार्थी

बनाम

दी सीनियर सुपरिनेन्टेन्ट पोस्ट ऑफिस अजमेर डिवीजन

... अप्रार्थी

उपस्थित : श्री शमशेरसिंह, अधिवक्ता, प्रार्थी।

श्री विनोद माधुर, अधिवक्ता, अप्रार्थी

दिनांक : 12-2-09

अवार्ड

1. केंद्र सरकार द्वारा प्रेषित विवाद निम्नप्रकार है :-

“Whether the action of the senior Superintendent of Post Office Ajmer for imposing punishment as “Removal from Service” under C D Agents (Conduct and Service Rules) 1964 on Sh. Mall Singh Ex. Ld Branch Post Master w.e.f. 16-7-98 as legal and justified. If not, to what relief the concerned is entitled?”

प्रार्थी पक्ष ने बत्तेम के विवरण में अंकित किया है कि प्रार्थी अ.वि. शास्त्रा डाकपाल कानस के पद पर दि. 8-4-81 से निरंतर कार्यरत था। दि. 6-2-98 को अप्रार्थी सं. 2 द्वारा प्रार्थी को चार्जशीट दी गयी व प्रार्थी द्वारा उसके विरुद्ध लगाये गये आरोपों को स्वीकार नहीं किये जाने पर विभागीय जांच की गयी। अप्रार्थी सं. 2 के आदेश द्वारा श्री ओ.पी. शर्मा को जांच अधिकारी व श्री बी.ए.स. मीणा को जांच अधिकारी के समक्ष विभाग की ओर से कंस प्रस्तुत करने हेतु प्रसेंटिंग ऑफिसर बनाया गया। चार्जशीट में प्रार्थी पर निर्मांकित आरोप लगाये गये :-(1) प्रार्थी ने दि. 16-1-98 को मुआयने के समय बजरिये अधीक्षक डाकघर अजमेर द्वारा रु. 391/- सरकारी नगरी कम पाये गये तथा बहुकम श्रीमान् अधीक्षक यह रकम 16-1-98 को जमा कराकर दि. 17-1-98 को पुष्कर डाकघर में जमा करायी।

(2) प्रार्थी ने अपने डाकघर के बी.ओ. खेली अकाउंट 7-1-98 से 15-1-98 तक डाकघर लेखा प्रतिवेदन नहीं भरा जिसे अधीक्षक डाकघर अजमेर द्वारा बक्त मुआयना स्वयं भरवाया गया। (3) प्रार्थी ने दि. 14-9-96 को बचत खाता सं. 101301067 में जमा कराने हेतु 400/- रु. खाता धारक से प्राप्त कर लिये परंतु उक्त रकम को सरकारी हिसाब में नहीं लिया तथा प्रकरण प्रकाश में आने पर दि. 10-12-97 को उक्त 400 रु. यूसीआर में जमा कर सत्यनिष्ठा का उल्लंघन किया है। आगे क्लेम में अंकित किया है कि दि. 16-9-98 को जांच अधिकारी द्वारा प्रस्तुत जांच रिपोर्ट के आधार पर अप्रार्थी सं. 2 श्री आर.के. वर्मा द्वारा प्रार्थी की सेवा समाप्त कर सेवा से हटाये जाने के आदेश पारित किये गये। इसके बाद प्रार्थी ने सेवा समाप्ति आदेश निरस्त होने बाबत निम्नांकित आधार अंगित किये हैं :— (ए) श्री ओ.पी. शर्मा द्वारा प्रस्तुत जांच रिपोर्ट जिसके आधार पर आदेशित आदेश पारित किया गया वह वाइड अबीनिसियो व प्रभाव शून्य है क्योंकि अप्रार्थी सं. 2 द्वारा पारित जांच अधिकारी नियुक्त आदेश दि. 27-2-98 अ.वि. एजेंट (आचरण एवं सेवा नियमावली) 1964 के तहत पारित किया गया जबकि उक्त नियमावली में कहीं भी प्रवर अधीक्षक को जांच अधिकारी को नियुक्त करने का कोई अधिकार नहीं दिये गये हैं। अप्रार्थी सं. 2 को श्री ओ.पी. शर्मा को जांच अधिकारी नियुक्त करने का कोई अधिकार नहीं था और न ही अप्रार्थी सं. 2 ऐसा कर सकते थे। अतः श्री ओ.पी. शर्मा को जांच अधिकारी के रूप में नियुक्त गैर कानूनी व अवैध है तथा इस कारण से श्री ओ.पी. शर्मा द्वारा की गयी संपूर्ण जांच कार्यवाही वाइड अबीनिसियो इनओपरेटिव है। जिसके आधार पर कोई आदेश प्रार्थी के विरुद्ध पारित नहीं किया जा सकता है अतः उक्त कारण से आदेशित आदेश गैर कानूनी व अवैध होने से निरस्तनीय है। (बी) यह कि श्री बी.एल. मीणा को प्रजेंटिंग ऑफिसर लगाना भी गैर कानूनी है क्योंकि अ.वि. एक्ट रूल्स 1964 में ऐसा कोई प्रावधान नहीं है कि अप्रार्थी सं. 2 प्रजेंटिंग आफिसर को नोमिनेट कर सकता है। जबकि अप्रार्थी सं. 2 ने बी.एल. मीणा को नोमिनेट उक्त नियमावली 1964 के तहत किया जाना चाहताया है। अप्रार्थी सं. 2 द्वारा श्री बी.एल. मीणा को प्रजेंटिंग आफिसर लगाने का आदेश बिना अधिकार के व नियमों के विपरीत होने से गैर कानूनी व अवैध है इस कारण से भी उक्त जांच रिपोर्ट वोइड व प्रभावशून्य है अतः ऐसी अवैध व वोइड जांच रिपोर्ट के आधार पर पारित आक्षेपित आदेश निरस्तनीय है। (सी) प्रजेंटिंग आफिसर की नियुक्ति न कर प्रार्थी सं. 2 द्वारा श्री बी.एल. मीणा को नोमिनेट किया गया जो कर्ताई कानून नहीं है। एकजीक्यूटिव आदेश के जरिये नियुक्त हो सकते अन्यथा नहीं और न ही केवल नोमिनेशन की जरिये। अतः श्री बी.एस. मीणा केवल नोमिनेशन के आधार पर प्रजेंटिंग आफिसर के रूप में कार्य नहीं कर सकते थे क्योंकि वह अवैध व गैर कानूनी है अतः इस कारण से भी आक्षेपित आदेश के पारित किये जाने का आधार स्वयं जांच रिपोर्ट अवैध होने से आक्षेपित आदेश गैर कानूनी है व निरस्तनीय है। (डी.) प्रार्थी के विरुद्ध जो प्रथम चार्ज लगाया है कि वक्त मुआयना 391 रु. सरकारी नगदी कम पायी गयी है और बहुकम अधीक्षक डाकघर अजमेर प्रार्थी द्वारा 16-1-98 को जमा नहीं कराकर 17-1-98 को जमा कराई, का

बिना किसी शहादत के व बेबुनियाद व साबित माना जाना गैर कानूनी है। न तो जांच अधिकारी ने श्री आर.जे. वर्मा प्रवर अधीक्षक डाकघर अजमेर के बयान लिये न ही श्री वर्मा का गहवान् लिस्ट में नाम है जबकि श्री वर्मा के द्वारा निरीक्षण किये जाने पर उक्त रकम 391 रु. कम पाया जाना चाहता गया है। यह भी आरोप लगाया गया है कि रकम कम पाया जाने के बाद अधीक्षक श्री वर्मा के आदेश के बावजूद प्रार्थी ने रकम जमा नहीं करायी। ऐसे में श्री वर्मा इस जांच में सबसे अहम गवाह था जिन्होंने स्वयं ने निरीक्षण किया था और उनके बयान व शहादत रिकार्ड किये बिना जांच अधिकारी के द्वारा प्रार्थी के विरुद्ध आरोप साबित माना जाना गैर कानूनी है। जांच में श्री पी.आर. राठौर के भी बयान रिकार्ड किये गये थे जो उक्त मुआयना अधीक्षक महोदय के साथ वहां मौजूद था ने भी अपने बयान में यह कहीं नहीं कहा कि रकम 391 रु. बक्त मुआयने कम पाया गया था अधीक्षक महोदय ने प्रार्थी को उक्त रकम जमा कराने के आदेश दिये हों और प्रार्थी ने रकम जमा नहीं करायी हो। अतः जांच अधिकारी द्वारा उपरोक्त आरोप बिना किसी शहादत के सिद्ध माना जाना मनमाना व बिना अधिकार के होने से गैर कानूनी है जबकि जांच में आए दस्तावेज एकजी. पी. 5 व 2 के अवलोकन से स्पष्ट होगा कि प्रार्थी ने उक्त रकम 16-1-98 को ही जमा करा दी थी। इसलिए उक्त कारण से भी आदेश निरस्त होने योग्य है। (इ) आरोप सं. 2 की भी जांच अधिकारी द्वारा बिना शहादत के सेल्फ साबित माना जाना गैर कानूनी व मनमाना है न तो इंसपैकिंग ऑफिसर श्री आर.जे. वर्मा अधीक्षक डाकघर अजमेर ने इंसपैकिंग मीमो अथवा डाकघर लेखा में कोई इंद्राज 7-1-98 से 15-1-98 तक कि प्रविष्टियां नहीं होना अंकित किया है, अगर ऐसा होता तो वह जरूर अंकित करते, और न ही इस बारे में श्री आर.जे. वर्मा अधीक्षक या पी.आर. राठौर की कोई शहादत ही जांच में जांच अधिकारी द्वारा पायी गयी मगर रेकार्ड के विपरीत उक्त आरोप भी प्रार्थी के विरुद्ध सिद्ध मानकर जांच अधिकारी ने भूल की व मनमानी रिपोर्ट प्रस्तुत की है। अतः उक्त कारणों से आदेशित आदेश निरस्त होने योग्य है। (एफ) आरोप 3 भी प्रार्थी के विरुद्ध मानकर धारा 17 का अ.वि. एजेंट (आचरण व सेवा नियमावली) 1964 का उल्लंघन माना जाना कानूनी मंशा के विपरीत है। जांच अधिकारी के समक्ष यह तथ्य बिल्कुल स्पष्ट आया कि प्रार्थी को जैसे ही मालूम हुआ कि 400 रु. जमा नहीं हो सके हैं तो प्रार्थी ने तुरंत ही दि. 10-12-97 को उक्त रकम जमा करा दी थी व तदुपरांत प्रार्थी को निरंतर सेवा में बने रहने दिया गया और न ही कोई जांच प्रार्थी के विरुद्ध आरंभ की गयी न ही कोई स्पष्टीकरण मांगा गया। अप्रार्थीण का उक्त कंडक्ट अपने आप में स्पष्ट करता है कि प्रार्थी की उक्त भूल को अप्रार्थीण द्वारा कंडीन कर सेवा में बनाये रखा और अब उक्त घटना के एक साल बाद उसी आधार पर प्रार्थी की सेवा समाप्त किया जाना कानून की मंशा के विपरीत है। जबकि उक्त तथ्य प्रार्थी की जानकारी में आते ही उसने अपना सत्यनिष्ठा का परिचय देते हुए व इंटीग्रिटी का ध्यान रखते हुए 400 रु. 10-12-97 को जमा करा दिये थे व उक्त बोनाफाईड मिस्टेक तुरंत प्रभाव से दुरुस्त किया जो प्रार्थी को सत्यनिष्ठा का परिचायक एवं किसी भी प्रकार से नियम । 7 इ. ए एक्ट 1964 का उल्लंघन नहीं है और न ही ऐसा कृत्य है कि इसके लिए प्रार्थी को इतना हार्ड पनिशमेंट दिया जाकर सेवा से हटाया जाये।

अतः इस कारण भी आक्षेपित आदेश निरस्त होने योग्य है। (जी) अप्रार्थी सं. 2 श्री आर.जे. वर्मा स्वयं हितबद्ध व्यक्ति है व्यार्थोंकि प्रार्थी पर यही आरोप लगाया है कि श्री वर्मा द्वारा दि. 16-1-98 को शाखा डाकघर कानस का निरीक्षण किया गया तथा डाकघर लेखा का अवलोकन करने पर 391 रु. सरकारी नगदी कम पाये व 7-1-98 से 15-1-98 तक की प्रविष्टियां नहीं पायी गयी। अतः श्री वर्मा प्रकरण में प्रमुख चश्मदीद गवाह है व हितबद्ध व्यक्ति है शिकायतकर्ता है। यह नैसर्गिक न्याय व कानून के स्थापित सिद्धांत के विपरीत है कि जो व्यक्ति प्रकरण स्वयं हितबद्ध है गवाह या शिकायतकर्ता है। वह उस प्रकरण का फैसला या निस्तारण स्वयं करे। अतः श्री आर.जे. वर्मा प्रवर अधीक्षक डाकघर अभियोग द्वारा पारित आक्षेपित आदेश उक्त कारण से भी निरस्त होने योग्य है।

3. इस प्रकार अंत में प्रार्थी ने लगभग 18 साल तक कर्तव्य निष्ठा व ईमानदारी से अपने पद पर कार्य किया परंतु बड़े साजिशपूर्ण व मनमाने तरीके से जो अज्ञ वर्मा तत्कालीन अधीक्षक द्वारा प्रार्थी को नौकरी से हटाये जाने हेतु अपने पद का दुरुपयोग करते हुए प्रार्थी को नौकरी से हटाये जाने हेतु मेलफाईडली जांच को प्रभावित करते हुए उक्त आक्षेपित आदेश पारित किया गया, जो निरस्त होने योग्य है। उपरोक्त कलेम में परिवर्तन व संशोधन करने के अधिकार को सुरक्षित रखा है और प्रार्थी के पक्ष में व अप्रार्थीगण के विरुद्ध निम्न आदेश पारित करने की प्रार्थना की है :—

1. आक्षेपित आदेश दि. 16-1-98 को अविधिक घोषित कर निरस्त किया जाने का आदेश दिया जावे।
2. प्रार्थी को पुनः नौकरी पर बहाल किया जावे।
3. दि. 16-1-98 से प्रकरण के निस्तारण तक बैंक वेजे ज का भुगतान किया जावे।

4. जवाब में अप्रार्थी पक्ष ने अंकित किया है कि कलेम के चरण सं. 1 में वर्णित कथन रेफरेंस से संबंधित है इसलिए जवाब की आवश्यकता नहीं है। कलेम के पैरा नं. 2 के कथन प्रार्थी द्वारा कार्य करने के संबंध में है जो रिकाई का विषय है लेकिन यहां यह अधिकथन करना उचित होगा कि प्रार्थी को नियमानुसार दंड स्वरूप सेवा से पृथक किया गया है। कलेम के चरण सं. 3 व 4 के कथन में उत्तरदाता का कथन है कि प्रार्थी द्वारा अप्रार्थीगण के नियोजन में रहते हुए गंभीर अनियमितताएं बरती गयी हैं तथा उसके द्वारा सरकारी नकदी का हिसाब सही तौर पर नहीं रखने तथा उसको विभाग के नियमानुसार सही तरीके से हिसाब में नहीं लेने के कारण चार्जशीट देकर नियमानुसार एक्वायरी करके सेवा से पृथक किया गया है। प्रार्थी को अप्रार्थी सं. 2 के आदेश दि. 16-9-98 के जरिये अविभागीय शाखा डाकपाल कानस पुष्कर के पद से सेवामुक्त किया गया है जिस आदेश के विरुद्ध प्रार्थी द्वारा अपील भी की गयी थी जो अपील भी अपलेट ऑथार्टी द्वारा अपने आदेश दि. 6-1-99 के जरिये निस्तारित की गयी तथा प्रार्थी की अपील खारिज की गयी। चरण सं. 5 के कथन में प्रार्थी को सही तौर से सेवा से पृथक किया गया है। चरण सं. 6 के संबंध में प्रार्थी द्वारा अपने सेवापृथक के आदेश के विरुद्ध जो आधार 6 (अ) से 6 (जी) तक जो बताये गये हैं वे नितांत गलत होने से अस्वीकार है। प्रार्थी को सेवा पृथक अविभागीय एजेंट (सेवा एवं आचरण) नियमावली 1964 के तहत विभागीय जांच कर हटाया गया है तथा प्रार्थी के विरुद्ध सरकारी पैसे को सही तरीके से नियमानुसार नहीं रखने का आरोप लगाया गया जो आरोप उसके विरुद्ध पूर्णतः सिद्ध हुआ है तथा उसे दंड स्वरूप ही अप्रार्थी द्वारा आदेश

दि. 16-9-98 के जरिये सेवा से पृथक किया गया है विभाग ऐसे किसी एजेंट को कार्य आगे नहीं दे सकती जो कि विभाग के पैसे को हिसाब में नहीं लेवे तथा जिसके पास सरकारी नगदी जांच दौरान कम पाई जावें जैसे गंभीर आरोप हों और जो भली भाँति सिद्ध हो रहे हों। कलेम के चरण सं. 6/7 अस्वीकार है, प्रार्थी की सेवाये विभाग के अधीन अच्छी नहीं रही उसे सेवा नियमों के तहत ही दंड स्वरूप हटाया गया है। प्रार्थना पत्र का अंतिम चरण प्रार्थना है जिसे प्रार्थी पाने का अधिकारी नहीं है।

5. अतिरिक्त कथन में अंकित किया है कि प्रार्थी की सेवा को नियमानुसार विभागीय कार्यवाही कर समाप्त की गयी है तथा उसे दंड स्वरूप सेवा से हटाया गया है। अतः धारा 11ए. आई.डी. एक्ट के तहत दंड के संबंध में सुनवाई करने का क्षेत्राधिकार माननीय न्यायालय को नहीं है। दंड जो दिया गया है वो प्रार्थी द्वारा जो सरकारी पैसे की गड़बड़ी से संबंधित है अतः जो दंड दिया गया है वो प्रार्थी के किये गये कृत्य के लिए जरूरी व नियमानुसार है। प्रार्थी अविभागीय एजेंट के रूप में शाखा डाकपाल कानस पुष्कर पर कार्यरत रहा है तथा अविभागीय एजेंट उत्तरदाता अप्रार्थीगण के स्थायी कर्मचारी नहीं रहा है तथा वह अपनी सेवायें विभाग को बतौर एजेंट ही देता था। अतः आई.डी. एक्ट के तहत वर्कमैन नहीं माना जा सकता। अतः आई.डी. एक्ट में कोई लाभ पाने का अधिकारी नहीं है। इसके अलावा भी क्योंकि प्रार्थी अ. वि. शाखा डाकपाल डाक विभाग के पद पर कार्यरत था। अतः केंद्रीय प्रशासनिक ट्रिब्यूनल एक्ट 1985 की धारा 14 के अंतर्गत उसकी नौकरी के संबंध में सुनवाई का क्षेत्राधिकार कैट को है अतः इस आधार पर प्रार्थी का केस खारिज होने योग्य है। आई.डी. एक्ट के प्रावधान अविभागीय एजेंट के ऊपर लागू नहीं होते हैं। अतः कलेम खारिज होने योग्य है। अंत में अप्रार्थी ने प्रार्थना की है कि प्रार्थी का कलेम पर हर्ज-खर्च के खारिज करने के आदेश न्यायित में प्रदान करने की कृपा करें।

6. प्रार्थी पक्ष ने अपनी मौखिक साक्ष्य में स्वयं प्रार्थी का शपथ पर प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श डब 1 लगायत 13 दस्तावेजों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की हैं। अप्रार्थी की ओर से वी. पी. शर्मा सहा. अधीक्षक का शपथपत्र प्रस्तुत हुआ लेकिन उसे जिरह हेतु प्रस्तुत नहीं किया।

7. उपरोक्त तथ्यों पर दोनों पक्षों को सुना गया, पत्रावली का अवलोकन किया। विद्वान अधिभाषक प्रार्थी की दलील है कि प्रार्थी के विरुद्ध जो जांच की गयी है, वह अवैध है। जिस अधिकारी ने जांच की उसको बतौर साक्षी न्यायालय में पेश नहीं किया गया है। नियमों के अनुसार नियुक्त अधिकारी से वरिष्ठ अधिकारी द्वारा प्रार्थी के खिलाफ जांच अधिकारी नियुक्त करना चाहिए था और वही प्रजेंटिंग ऑफिस नियुक्त कर सकते थे लेकिन ऐसा नहीं कर अधीक्षक डाकघर द्वारा ही समस्त कार्यवाही की गयी है, जो नियम विरुद्ध है और उन्होंने कलेम में वर्णित तथ्यों के हवाले से प्रार्थी का कलेम स्वीकार करने की दलील दी और प्रार्थी के पक्ष में प्रेक्षित विवाद का उत्तर दिये जाने की भी दलील दी है।

8. विद्वान अधिभाषक प्रार्थी की यह भी दलील है कि ई.डी. कंडक्ट एंड सर्विस रूल्स के प्रावधानों के अनुसार नियम 3(1)(ए) में नियुक्त अधिकारी श्री वर्मा ने जो कार्यवाही की है, वह अवैधानिक है उनसे वरिष्ठ अधिकारी द्वारा कोई कार्यवाही नहीं की गयी है। इसी संदर्भ में उन्होंने अप्रार्थी एक उद्योग होना और प्रार्थी को श्रमिक होने की दलील देते हुए अपनी दलीलों के समर्थन में ई.डी. कं. रूल्स तथा निम्नलिखित नजीरों भी पेश की हैं :—

1. ई.डी. कंडक्ट एंड सर्विस रूल्स,
2. 1998 एल.एल.आर. 8 (एस.सी.) जी.एम.टेलेकॉम/एस.श्री निवासराव,
3. 2000 (4) एस.सी. 604 आशाराम/डी.ई.टेलेकॉम व अन्य।
9. विद्वान अभिभाषक अप्रार्थीगण की दलील है कि प्रार्थी के विरुद्ध विधिवत् जांच कर उसे सेवा पृथक किया गया है। प्रार्थी के द्वारा जो नजीरें पेश की गयी हैं, उनमें 1998 एल.एल.आर. पेज 8 जी.एम.टेलेकॉम/एस.श्री. निवासराव के प्रकरण में टेलीकम्युनिकेशन डिपार्टमेंट को उद्योग अवश्य माना गया है लेकिन प्रार्थी को श्रमिक माना जाए, ऐसा कोई विवेचन नहीं है। उन्होंने प्रार्थी को श्रमिक नहीं माने जाने और उसके ऊपर ई.डी. कंडक्ट एंड सर्विस रूल्स लागू होने के आधार पर प्रार्थी श्रमिक नहीं होने के कारण इस न्यायालय को सुनवाई का क्षेत्राधिकार नहीं होने की दलील दी।

10. विद्वान अभिभाषक अप्रार्थी की यह भी दलील है कि प्रार्थी की सेवायें जांच के दौरान संतोषजनक नहीं पायी गयी। प्रार्थी ने जो राशि प्राप्त करते हुए जमा नहीं करायी जिस राशि का गबन किया गया और लेखा संबंधी कागजात पूर्ण नहीं किये, के हवाले से विधिवत् जांच कर प्रार्थी को सेवा से पृथक करना उचित होना कहा और सेवा पृथक करण आदेश को “कैट” में ही चुनौती देने का अधिकार प्रार्थी को होने की दलील दी तथा इस न्यायालय द्वारा भी सेवा पृथक करण वैध होने का आदेश पारित करने की दलील दी और अपनी दलीलों के समर्थन में बहस के दौरान जांच पत्रावली की फोटो प्रति पेश की, जिसकी नकल भी प्रार्थी के अभिभाषक को प्रदान की गयी तथा ए.आई.आर. 1996 एस.सी. पेज 127। की नजीर भी पेश की है।

11. उपरोक्त दलीलों के संदर्भ में मैंने पत्रावली का अध्ययन किया तो पाया कि सर्वप्रथम हमें यह देखना है कि क्या अप्रार्थी प्रतिष्ठान एक उद्योग है? इस तथ्य के संबंध में मेरे समक्ष जो उभयपक्षों की ओर से नजीरें पेश की गयी हैं उनमें 1998 एल.एल.आर. पेज. 8 (एस.सी.), 2000 (4) एल.एल.एन. 607 एस.सी. तथा 1998 डी.एन.जे. (एस.सी.) (पेज 41 की नजीर में आई.डी.एक्ट 1947 की धारा 2 (जे) के अनुसार टेलीकॉम विभाग को उद्योग माना गया है। अतः अप्रार्थी संस्थान एक उद्योग है। यह उपरोक्त वर्णित न्यायिक दृष्टिंतों के संदर्भ में माना जाता है।

12. अब देखना यह है कि क्या प्रार्थी श्रमिक है, इस संदर्भ में मेरे समक्ष विद्वान अभिभाषक अप्रार्थी ने आई.डी.एक्ट की धारा 11 ए के अनुसार प्रार्थी को लाभ श्रमिक नहीं होने के आधार पर नहीं देने की दलील दी है। मेरे समक्ष जो ए.आई.आर. 1996 एस.सी. पेज 1221 की नजीर पेश की गयी है उसमें बिंदु ए में तो पोस्टल एवं टेलीकम्युनिकेशन विभाग को उद्योग नहीं माना गया है लेकिन भाग बी में यह अवधारित किया है कि :-

(13) I.D. Act (14 of 1947) S 2(5) workman—Entral departmental employees in postal Department Services conditions governed by rules in Section III of compilation of Swamy's Service Rules for entral Departmental staff in postal Department. Such employees are civil servants and not workman under Act.

लेकिन इस संदर्भ में विद्वान अभिभाषक प्रार्थी ने जो 1998 एल.एल.आर. पेज नं. 8 की नजीर पेश की है, उससे उपरोक्त अप्रार्थी द्वारा पेश की गयी नजीर ए.आई.आर. 1996 एस.सी. पेज 1221 से ओवर रूल होना कहा है। दोनों ही नजीर में जो अप्रार्थी संस्थान को उद्योग होने के संबंध में माननीय सर्वोच्च न्यायालय का निष्कर्ष है, उसके संबंध में ए.आई.आर. 1996 एस.सी. पेज 127। के बिंदु ए में जिसमें अप्रार्थी संस्थान को उद्योग नहीं माना गया था, का निष्कर्ष 1998 एल.एल.आर. पेज 8 में पलट दिया गया है और इस बिंदु पर ए.आई.आर. 1996 एस.सी. पेज 127। की नजीर प्रभाव नहीं रखती है लेकिन बिंदु बी के बारे में जहां तक प्रार्थी के श्रमिक होने का प्रश्न है, 1998 एल.एल.आर. पेज 8 में माननीय सर्वोच्च न्यायालय की कोई अभिव्यक्ति नहीं है और प्रार्थी श्रमिक है, इस बाबत प्रार्थी की नजीर 1998 एल.एल.आर. पेज 8 से प्रमाणीकरण नहीं होता है।

13. प्रार्थी श्रमिक है अथवा नहीं? यह बिंद इस न्यायालय के समक्ष रेफरेंस के माध्यम से तय भी नहीं करवाया गया है क्योंकि जो रेफरेंस भेजा है उसमें इस प्रकार का कोई प्रश्न नहीं है जिसका उत्तर प्रार्थी श्रमिक है अथवा नहीं, दिया जाना अपेक्षित हो और यह न्यायालय रेफरेंस के बाहर अपनी अभिव्यक्ति देना उचित नहीं मानता है तथा रेफरेंस में प्रार्थी की सेवायें अवैधानिक रूप से समाप्त की गयी है अथवा गलत समाप्त की गयी है, पर ही अपना अभिमत प्रकट करना उचित मानता है।

14. अब देखना यह है कि क्या रेफरेंस के अनुसार प्रार्थी के विरुद्ध जो सेवा पृथक्करण आदेश पारित कर दिनांक 16-9-98 से सेवायें पृथक की गयी हैं, वह उचित एवं वैध है?

15. इस बिंदु के संबंध में सर्वप्रथम तो अप्रार्थी के द्वारा जो कार्यवाही सेवा प्रथक्करण के संबंध में की गयी थी, उसकी पत्रावली अप्रार्थी को प्रस्तुत करनी चाहिए थी। प्रार्थी को आरंभ में दिनांक 10-5-01 को व उसके बाद की अनेकों पेशियों पर दस्तावेजात पेश करने का अवसर दिया गया लेकिन प्रार्थी की ओर से दस्तावेजात पेश नहीं किये गये। यह पत्रावली दिनांक 16-3-07 को डॉमैस्टिक इंक्वायरी की मूल पत्रावली व बहस अंतिम के लिए नियत की गयी थी उसके बाद दिनांक 4-4-07 से लगभग बीस पेशियों तक घरेलू जांच में नियत रही और उसके बाद बहस अंतिम में नियत कर दी गयी। इस कारण विभागीय जांच पत्रावली जिसमें प्रार्थी के विरुद्ध जांच की गयी है, का प्रस्तुत करने का न्यायालय का पूर्व आदेश था और वह पत्रावली न्यायालय के आदेशानुसार प्रस्तुत कर दी गयी है तथा प्रार्थी ने साक्ष्य भी पूर्व में पेश कर दी है, इस कारण साक्ष्य व जांच पत्रावली का समग्र रूप से विवेचन किया जाना उचित है। बहस अंतिम के समय जो जांच पत्रावली पेश की गयी है, जिनकी प्रति भी प्रार्थी के अभिभाषक को दिलायी जा चुकी है, पर विद्वान अभिभाषक प्रार्थी की दलील है कि इस जांच पत्रावली को अब नहीं देखा जा सकता क्योंकि यह विलंब से पेश की गयी है और अप्रार्थी ने अपनी कोई साक्ष्य भी पेश नहीं की है, इस कारण प्रार्थी की साक्ष्य पर ही विश्वास किया जावे।

16. अप्रार्थी के अभिभाषक ने इस संबंध में जांच पत्रावली के तथ्य क्लोप के जबाब में वर्णित करने का आधार लेते हुए जांच

पत्रावली की कार्यवाही प्रार्थी के विरुद्ध महत्वपूर्ण होने के आधार पर और प्रार्थी द्वारा जिरह में जांच का अवसर स्वीकार कर लेने के कारण महत्वपूर्ण होने की जो दलील दी है, के संदर्भ में पत्रावली का अवलोकन किया तो पाया कि प्रार्थी की ओर से जो सपथ पत्र अपने बलेम के समर्थन में पेश किया है उसमें उसने ऐसा कोई तथ्य वर्णित नहीं किया है कि जांच में उसे सुनवाई का अवसर नहीं दिया गया हो और इस आधार पर जांच प्राकृतिक न्याय के सिद्धांतों के विपरीत हो अथवा जांच दूषित हो बल्कि मुख्य आधार यह लिया गया है कि जो विभागीय जांच की गयी उसमें प्रवरं अधीक्षक को जांच अधिकारी नियुक्त करने का अधिकार नहीं था। अप्रार्थी सं. 2 को जांच अधिकारी नियुक्त करने का अधिकार नहीं होते हुए जो अधिकारी नियुक्त किया, वह अवैधानिक था इसलिए जांच अधिकारी श्री ओ.पी. शर्मा व प्रजेटिंग ऑफिसर बी.एस. मोणा की नियुक्त अवैधानिक होने से जांच आरंभ से ही प्रभाव शून्य थी। इस संबंध में प्रार्थी पर जो आरोप लगाये गये थे, वह जांच के दौरान दिनांक 16-1-98 को 391 रु. की नकदी कम पाये जाने से ब्रांच ऑफिस का डेली अकाउंट दिनांक 7-1-98 से 15-1-98 तक खाली छोड़ देने (नहीं भरने) तथा मुआयने के समय भरवाया जाना दिनांक 14-9-96 को बचत खाता धारक से 400 रु. प्राप्त कर लेने व उसे 10-12-97 को जमा करवाने आदि का आरोप अप्रार्थी द्वारा प्रमाणित पाये जाने पर सेवा पृथक्करण आदेश जारी करना प्रकट हुआ है।

17. इसी संदर्भ में जब प्रार्थी से जिरह की गयी है तो जिरह में उसने यह स्वीकार किया है कि मुआयना करते समय मेरे पास पोस्टेज व नकदी के रु. 391 कम मिले थे। 391 रु. को दिनांक 16-1-98 को ही जमा करवा दिया था। यह कहना सही है कि मुझे प्रदर्श डब. 1 दिया गया था जो सेवा से पृथक करने के बाद दिया था। मैंने इस आदेश के खिलाफ अपील की थी जो प्रदर्श डब. 2 है, वह अपील विभाग ने खारिज कर दी थी। यह कहना सही है कि मेरी अनियमितताओं के बारे में विभाग ने जांच की थी। इस संदर्भ में प्रार्थी की ओर से प्रस्तुत दस्तावेजात प्रदर्श डब. 1 जो कि सेवा पृथक्करण आदेश है के पृष्ठ सं. 2 में यह वर्णित है कि :

इस प्रकरण में जांच श्री ओ.पी. शर्मा, तत्कालीन सहायक अधीक्षक डाकघर, दक्षिण क्षेत्र, अजमेर खण्ड को दी गयी उन्होंने मामले की जांच कर अपनी रिपोर्ट दिनांक 26-8-98 को प्रस्तुत की। जांच अधिकारी ने अपनी रिपोर्ट में उपरोक्त वर्णित सभी आरोपों को बिना किसी संदेह के सिद्ध होना बतलाया। मैं श्री ओ.पी. शर्मा की इस जांच रिपोर्ट को स्वीकार करता हूँ। जांच रिपोर्ट पर पुनः श्री मल्लासिंह को इस कार्यालय की इसी पत्र संख्या दिनांक 26-8-98 द्वारा भी भेजी गई थी जिस पर उन्होंने अपनी टिप्पणी दिनांक 7-9-98 को प्रस्तुत की। इस टिप्पणी में श्री मल्लासिंह ने कोई विशेष परिस्थितियां नहीं दर्शायी जिस पर कोई गहन विचार किया जा सके। टिप्पणी में मात्र यह लिखा गया है कि वह अकेला ही दोषी नहीं है इसमें श्री जेट्सिंह, अनुडाकपाल, पुष्कर भी सहभागी है। कर्मचारी के इस तर्क से मैं सहमत नहीं हूँ।

दूसरा तर्क कर्मचारी ने यह दिया है कि यह एक नुटिमात्र थी और विशेष अपराध की विभाग में नहीं आता है अब यह भूल कमशील होनी चाहिये। मैं इस तर्क को भी नहीं मानता। कर्मचारी ने सरकारी राशि का दुरुपयोग किया है जिससे विभाग की छवि धूमिल हुई है।

जिससे यह प्रकट होता है कि प्रार्थी ने सुनवाई के दौरान अपना पक्ष रखा।

18. जो अपील प्रार्थी ने सेवा पृथक्करण आदेश की है। जिस अपील पर प्रार्थी के हस्ताक्षर है, के पृष्ठ सं. 2 में यह वर्णित है कि :-

The appellant had apologised repeatedly for slip of mind, as an incident of its kind in service span of the years, which warranty a deep thought and weightage as held by the Hon'ble Supreme Court of India in Civil appeal.

और जांच पत्रावली में जो दस्तावेजात पेश किये हैं, वह विधिवत् विस्तृत जांच को दर्शाते हैं, जिसमें प्रार्थी को सुनवाई का अवसर दिया गया है तथा प्रार्थी ने अपना पक्ष रखा है। जांच कार्यवाही के दौरान उपस्थित होकर प्रार्थी ने जांच के दौरान अपने हस्ताक्षर किये हैं।

19. यदि प्रार्थी की इस दलील को भी स्वीकार कर लिया जाता है कि अप्रार्थी ने अपनी कोई साक्ष्य पेश नहीं की है तो जो आधार प्रार्थी ने लिये है, वह जांच अधिकारी व प्रजेटिंग ऑफिसर सक्षम अधिकारी द्वारा नियुक्त नहीं करने बाबत है, वह सक्षम अधिकारी ने नियुक्त नहीं किये इस आधार पर प्रार्थी को सुनवाई का उचित अवसर नहीं मिला, ऐसा कोई तथ्य मेरे समक्ष प्रकट नहीं हुआ है और मात्र अप्रार्थी सं. 2 द्वारा जांच अधिकारी नियुक्त किये जाने से प्रार्थी के किसी संवैधानिक अधिकार का उल्लंघन होना अथवा प्राकृतिक न्याय के सिद्धांतों का उल्लंघन होना नहीं माना जा सकता और इस तकनीकी आधार का कोई लाभ प्रार्थी प्राप्त करने का अधिकारी नहीं है और प्रार्थी का सेवा पृथक्करण आदेश प्रार्थी को सुनवाई का पूर्ण अवसर दिये जाने के बाद जारी किया जाना उचित प्रकट होता है और तदनुसार विवाद का उत्तर प्रेषित किया जाना उचित है।

आदेश

2. फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि सीनियर सुपरिटेंट ऑफ पोस्ट ऑफिस, अजमेर द्वारा प्रार्थी मल्लासिंह पूर्व शाखा डाकपाल को आदेश दिनांक 16-9-98 के द्वारा सेवा पृथक्करण उचित एवं वैध है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

अवार्ड आज दिनांक 12-2-2009 को खुले न्यायालयमें लिखाया जाकर सुनाया गया।

मिथिलेश कुमार शर्मा, न्यायाधीश

नई दिल्ली, 17 मार्च, 2009

का.आ. 890.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 55/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-22012/191/2007-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 17th March, 2009

S.O. 890.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 17-3-2009.

[No. L-22012/191/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD

Present : Shri Ved Prakash Gaur,
Presiding Officer

Dated the 16th day of February, 2009

Industrial Dispute No. 55/2007

Between :

The General Secretary,

(Sri Bhandari Lingaiah)

Singareni Collieries Employees

Union (CITU), Qtr. No. T-39, SMG X Road,

Somagudem (Via Bellampalli P.O.)

Adilabad-504251. Petitioner

AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,

Mandamarri Division,

Mandamarri-504231. Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/191/2007-IR (CM-II) dated 24-9-2007 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,—

SCHEDULE

“Wheather the action of the management of M/s. Singareni Collieries Company Ltd., in imposing the panelty of reduction of two annual increments with cumulative effect on 1-10-2002 and 1-10-2003 vide order dated 17-3-2003 in respect of Shri K.H.N.B. Chary is legal and justified? If not, to what relief is the workman entitled?”

The reference is numbered in this Tribunal as I.D. No. 55/2007 and notices issued to the parties.

2. On 16-2-2009, case called out for filing of claim statement by Petitioner, Petitioner has not filed claim statement even after more than a year while Respondent is present. As such, case is closed for want of claim statement. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 16th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witness examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 मार्च, 2009

का.आ. 891.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 52/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-22012/186/2007-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 17th March, 2009

S.O. 891.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 17-3-2009.

[No. L-22012/186/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri Ved Prakash Gaur,
Presiding Officer

Dated the 16th day of February, 2009

Industrial Dispute No. 52/2007

Between :

The General Secretary,
(Sri Bandari Lingaiah),
Singareni Collieries Employees
Union (CITU), Qtr. No. T-39, SMG X Road,
Somagudem (Via Bellampalli P.O.)
Adilabad-504251.

... Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Division,
Mandamarri-504231. Respondent

APPEARANCES

For the Petitioner : NIL
For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/186/2007-IR (CM II) dated 24-9-2007 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,—

SCHEDULE

“Wheather the action of the management of M/s. Singareni Collieries Company Ltd., in imposing the panelty of stoppage of two increments with cumulative effect on 1-4-2003 and 1-4-2004 vide order dated 17-3-2003 in respect of Shri V. B. Satya Raju is legal and justified? If not, to what relief is the workman entitled?”

The reference is numbered in this Tribunal as I.D. No. 52/2007 and notices issued to the parties.

2. On 16-2-2009, case called out for filing of claim statement by Petitioner, Petitioner has not filed claim statement even after more than a year. As such, case is closed for want of claim statement. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 16th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 मार्च, 2009

का.आ. 892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 56/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-22012/192/2007-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 17th March, 2009

S.O. 892.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 17-3-2009.

[No. L-22012/192/2007-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: SHRI VED PRAKASH GAUR,

Presiding Officer

Dated the 16th day of February, 2009

Industrial Dispute No. 56/2007

Between :

The General Secretary,

(Sri Bandari Lingaiah),

Singareni Collieries Employees

Union (CITU), Qtr. No. T-39, SMG X Road,

Somagudem (Via Bellampalli P.O.)

Adilabad-504251.Petitioner

AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,

Mandamarri Division,

Mandamarri-504231.Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/192/2007-IR (CM II) dated 24-9-2007 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,—

SCHEDULE

"Whether the action of the management of M/s. Singareni Collieries Company Ltd., in imposing

the penalty of reversion of lower stage by two increments with effect from 1-1-2000 *vide* Order dated 17-12-1999 in respect of Shri Peddapalli Satyanarayana is legal and justified? If not, to what relief is the workman entitled?"

The reference is numbered in this Tribunal as I.D. No. 56/2007 and notices issued to the parties.

2. On 16-2-2009, case called out for filing of claim statement by Petitioner, Petitioner has not filed claim statement even after more than a year while Respondent is present. As such, case is closed for want of claim statement. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 16th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 मार्च, 2009

का.आ. 893.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 39/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-22012/156/2004-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 17th March, 2009

S.O. 893.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2005) of the Central Government Industrial Tribunal-cum-Labour

Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 17-3-2009.

[No. L-22012/156/2004-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : SHRIVED PRAKASH GAUR,
Presiding Officer

Dated the 17th day of February, 2009

Industrial Dispute No. 39/2005

Between :

The General Secretary,

(Sri R. Keshava Reddy),

Singareni Collieries Labour

Union (INTUC), P.O. Godavarikhani,

Godavarikhani, -505209.Petitioner
AND

The Chief General Manager,

M/s. Singareni Collieries Company Ltd.,

Ramagundam-I Division,

Godavarikhani -505209.Respondent

APPEARANCES :

For the Petitioner : M/s. A. K. Jayaprakash Rao,
K. Srinivas Rao, P. Sudha, T. Bal
Reddy, M. Govind, K. Ajay
Kumar & Venkatesh Dixit,
Advocates.

For the Respondent : Sri P. A. V.V.S. Sarma, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/156/2004-IR (CM II) dated 9-3-2005 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,—

SCHEDULE

"Whether the action of the Chief General Manager of M/s. Singareni Collieries Company Ltd., Ramagundam-I Division, Godavarikhani in not giving

benefits of medical unfit due to short period of left over service of 8 months in respect of Sri Jupaka Rajash, Peon of 18 M.W. Power House of Ramagundam-I Division, Godavarikhani is legal and Justified? If not, to what relief is the workman entitled?"

The reference is numbered in this Tribunal as I.D. No. 39/2005 and notices issued to the parties.

2. On 17-2-2009, case called out for filing of claim statement by Petitioner, Petitioner is absent while Respondent's counsel is present. Petitioner has not filed claim statement even after more than a year. As such, this case is closed for want of claim statement. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 17th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witness examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 मार्च, 2009

का.आ. 894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार एवं केन्द्रीय सरित जॉन रिसर्च इन्स्टीट्यूट के प्रबंधालय के संचालनिकार्तों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जोधपुर के पंचाई (फार्म नं. 22/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार की 17-3-2009 को प्राप्त हुआ था।

[सं. एल-42012/291/2001-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 17th March, 2009

S.O. 894.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.22/2002) of the Industrial Tribunal, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Arid Zone Research Institute and their workman, which was received by the Central Government on 17-3-2009.

[No. L-42012/291/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

अनुदर्शन

औद्योगिक विवाद अधिकरण एवं अम न्यायालय, जोधपुर

पीठासीन अधिकारी :— श्री पुष्टेंद्र सिंह हांडा, अर. एच. जे एस. औद्योगिक विवाद (केन्द्रीय) संख्या :— 22/2002

श्री गनीखां पुत्र श्री पूसे खां मार्फत श्री ललित शर्मा मंत्री भारतीय मजदूर संघ एस.बी.बी.जे. सुराणा मार्केट ब्रॉच, पाली (मारवाड़), राज. जोधपुर।

.....प्रार्थी

घनाप

निदेशक, केन्द्रीय एरिड जोन रिसर्च इन्स्टीट्यूट इण्डियन काउन्सिल ऑफ एग्रीकल्चर रिसर्च, काजरी, जोधपुर।

.....अप्रार्थी

रेफरेन्स अन्तर्गत धारा 10 औद्योगिक विवाद अधिनियम, 1947 उपस्थित :—

- (1) प्रार्थी की ओर से श्री अनिल मेहता, एडवोकेट उप.।
- (2) अप्रार्थी प्रतिनिधि श्री गीतमसिंह उप.।

अवार्ड

दिनांक :— 12-11-2008

1. भारत सरकार ने अपनी अधिसूचना क्रमांक एल 42012/291/2001 (आई.आर.सी.एम.—II) दिनांक 08 अगस्त, 2002 के तहत निम्न विवाद के अन्तर्गत धारा 10 औद्योगिक विवाद अधिनियम, 1947 इस न्यायालय को रेफर किया है :—

“क्या निदेशक, भारतीय कृषि अनुसंधान परिषद् केन्द्रीय रक्ष क्षेत्र अनुसंधान संस्थान, काजरी, जोधपुर द्वारा कर्मकार श्री गनीखां पुत्र श्री पूसे खां को उनके वर्ष 1958 से 2000 तक 25 वर्ष से अधिक सेवा नियोजक के अधीन पूर्ण कर लेने के पश्चात् भी स्थायी नहीं किया जाना एवं अन्य समस्त लाभ नहीं दिया जाना उचित एवं वैध है। यदि नहीं तो कर्मकार अपने नियोजक से किस तारीख से एवं क्या लाभ पाने का अधिकारी है?”

2. प्रार्थी की ओर से माँग-पत्र इस आशय का प्रस्तुत किया गया कि प्रार्थी की प्रारम्भिक नियुक्ति अप्रार्थी संस्थान के पाली केन्द्र में हुई अप्रार्थी द्वारा प्रार्थी से उसकी नियुक्ति दिनांक से लगातार अस्थाई श्रमिक के रूप में कार्य लिया जब कि प्रार्थी विरिष्टता सूचि में सदैव शीर्ष स्थान पर रहा है फिर भी प्रार्थी को स्थायी नहीं किया। अप्रार्थी ने प्रार्थी से कनिष्ठ कई कर्मचारियों को नियोजन में स्थायी कर वेतन एवं अन्य सुविधाएं देना प्रारम्भ कर दिया किन्तु प्रार्थी को ऐसा लाभ नहीं दिया गया, प्रार्थी ने माँग-पत्र में उन श्रमिकों के नाम भी अंकित किये हैं जिन्हें अप्रार्थी ने स्थाई कर वेतन एवं अन्य लाभ दिये हैं किन्तु प्रार्थी के बार-बार निवेदन किये जाने के बावजूद भी अप्रार्थी

द्वारा न तो प्रार्थी को स्थायी किया गया न ही अन्य लाभ दिये गये, प्रार्थी अप्रार्थी के अप्रैल 25 वर्ष से अधिक की सेवा अवधि पूर्ण कर चुका है इसके उपरान्त भी उसे नियोजन में स्थायी नहीं किया गया है अतः प्रार्थी से कनिष्ठ कर्मचारियों को स्थायी किये जाने की दिनांक से ही स्थायी किया जाकर रेस वेतन, भवे एवं शिविर राशि आज सहित दिलाये जाने का अवार्ड प्राप्ति किया जावे व स्थायी कर्मचारियों के समान अन्य सुविधाएं दिलाई जावें।

2. अप्रार्थी की ओर से माँग-पत्र का जवाबदावा प्रस्तुत करते हुए कहा गया है कि प्रार्थी को अप्रार्थी संस्थान में 1979 में दैनिक श्रमिक के रूप में अस्थाई तौर पर नियुक्त किया गया था। प्रार्थी ने नियोजन कार्यालय, पाली में अपनी जन्मतिथि वर्ष 1952 दर्ज कराई थी, ऐसी स्थिति में वह 1958 में अप्रार्थी संस्थान में कैसे कार्यरत हो सकता है तथा जब प्रार्थी की जन्मतिथि 1952 थी व उसे 1979 में अप्रार्थी संस्थान में नियुक्ति प्रदान की गई तब उसकी आयु साप्तग्र 27 वर्ष की थी तथा वह सरकारी सेवा के स्थायी पदों में आयु योग्यता 18 से 25 को पार कर आवेदन एज हो चुका था। जब अप्रार्थी संस्थान द्वारा प्रार्थी से जन्मतिथि प्रभाग-पत्र माँगा तब प्रार्थी ने 1985 में जन्म-प्रभाग-पत्र चेश किया जिसमें प्रार्थी की जन्म तिथि 1-10-1958 अंकित है अतः यदि प्रार्थी की जन्मतिथि 1958 है तो वह जन्म से ही सरकारी सेवा में कैसे आ सकता है। प्रार्थी ने मात्र 1979 से 30-8-1993 तक ही अस्थाई दैनिक श्रमिक के रूप में संस्थान में कार्य किया जिसकी नियमानुसार मजदूरी उसे दी जा चुकी है। अप्रार्थी संस्थान द्वारा 1-9-93 को डी.ओ.पी.टी. स्कीम के तहत संस्थान में कार्यरत समस्त 155 अस्थाई दैनिक श्रमिकों को दिनांक 1-9-93 से अस्थाई दैनिक श्रमिक से हटाकर टेप्पोरी स्टेट्स के पदों पर नियुक्तियाँ दी जिसमें प्रार्थी का नाम भी 155 दैनिक श्रमिकों की सूचि में शामिल था तथा प्रार्थी को भी न्यूनतम वेतन, महगाई भत्ता, मकान किराया, वेतन वृद्धि अवकाश, एडहोक बोनस, त्यौहारिक अग्रिम व टी.आर.ए. आदि सुविधाएं दी गई। प्रार्थी अन्य श्रमिकों के समान नियमानुसार ही वह सभी लाभ-परिलाभ प्राप्त कर रहा है जिसका वह अधिकारी है। अतः प्रार्थी किसी अनुतोष का अधिकारी नहीं है।

3. माँग-पत्र के समर्थन में प्रार्थी ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी को ओर से श्री गीतमसिंह का शपथ-पत्र प्रस्तुत किया जिस पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई।

4. दोनों पक्षों के प्रतिनिधीगण की बहस सुनी गई। पत्राबली का अवलोकन किया गया।

5. यह रेफरेन्स प्रार्थी के वर्ष 1958 से 2000 तक 25 वर्ष से अधिक की सेवा पूर्ण कर लेने के पश्चात् भी स्थाई न किये जाने से संबंधित है। अप्रार्थी की ओर से जो जवाब प्रस्तुत किया गया है उसमें मुख्य बिन्दु यह है कि प्रार्थी 1958 से उनके यहां कार्यरत नहीं था बल्कि उसको प्रथम नियुक्ति 1979 में अप्रार्थी संस्थान में हुई। यह सिद्ध करने का भार प्रार्थी पर था कि उसने अप्रार्थी संस्थान में 1958 से 2000 तक कार्य किया। प्रार्थी ने जो माँग-पत्र प्रस्तुत किया है उसमें कहीं भी यह उल्लेख नहीं किया है कि उसने अप्रार्थी संस्थान में

किस वर्ष से काम करना आरम्भ किया। अप्रार्थी का जवाब आने के पश्चात् भी उसने जो साक्ष्य दी है उसमें भी अपने शपथ-पत्र में इस तथ्य का कहीं उल्लेख नहीं किया है कि उसकी प्रथम नियुक्ति अप्रार्थी संस्थान में 1958 से हुई हो बल्कि अपने पूरे शपथ-पत्र में उसने नियुक्ति तिथि व नियुक्ति वर्ष तक का उल्लेख नहीं किया है। इस संबंध में अपनी साक्ष्य में उसने सिफर यह बताया है कि श्रमिक की प्रारम्भिक नियुक्ति अप्रार्थी के पासी केन्द्र में हुई व अप्रार्थी ने उसकी प्रारम्भिक नियुक्ति की दिनांक से आज तक अस्थाई श्रमिक के रूप में कार्य लिया। जिरह में प्रार्थी ने यह कहा कि मैं काजरी में कब काम पर लगा मुझे जाना याद नहीं। अजमेर श्रम आयुक्त के यहां सन् 1958 से काजरी में काम करना लिखा था या नहीं मैं नहीं कह सकता। प्रदर्श ए-1 देखकर यह कहा कि मैं नहीं कह सकता कि यह प्रार्थना-पत्र मैंने दिया या नहीं व इस पर मैंने दस्तखत किये या नहीं। इसी प्रकार जन्मतिथि के बारे में उसने यह कहा है कि जन्मतिथि के बारे में मैंने काजरी दफतर में प्रमाण-पत्र दिया था उसमें भेरी उम्र 1-10-58 लिखी हो तो पता नहीं व प्रदर्श ए-2 उसकी प्रति हो तो भी मैं नहीं कह सकता। एप्स्लोयमेन्ट एक्सवेंज में मैंने क्या उपर दर्ज कराई भुजे मालूम नहीं, मैं अनपढ़ हूं, जमाल खाँ जालमसिह भेरे बाद नौकरी में आये, किस पोस्ट पर रखे गये मुझे मालूम नहीं। प्रार्थी द्वारा जिरह में दिये गये उक्त जवाब से यह स्पष्ट है कि प्रार्थी ने उसके द्वारा अप्रार्थी विभाग में जो भी जन्मतिथि बताई उसके संबंध में सभी जवाब evasively दिये व स्वयं द्वारा दिये गये प्रार्थना-पत्र जिसमें उसके द्वारा कभी 1958 व कभी 1952 जन्मतिथि होना बताया गया है, के संबंध में भी यह कहा है कि यह उसने दिये या नहीं पता नहीं। यह सिद्ध करने का भार प्रारम्भिक तौर पर प्रार्थी पर था कि उसने कब से अप्रार्थी के यहां कार्य आरम्भ किया व किस प्रकार उसके संबंध में अप्रार्थी विभाग द्वारा unfair labour practice अपनाई गई। प्रार्थी इस संबंध में न तो कोई दस्तावेजी साक्ष्य प्रस्तुत कर पाया है न ही उसने ऐसी कोई दस्तावेजी साक्ष्य तलब करवा कर सिद्ध की है जिससे यह माना जा सके कि उसकी नियुक्ति 1958 से ही अप्रार्थी विभाग में हुई हो। इसके विपरित रिक्टल में अप्रार्थी विभाग ने साक्ष्य इस आशय की प्रस्तुत की है कि प्रार्थी ने उनके कार्यालय में सेवा के दौरान स्वयं का जन्म प्रमाण-पत्र प्रदर्श ए-2 प्रस्तुत किया था जो जन्म एवं मृत्यु पंजीकरण अधिकारी द्वारा दिया गया एवं इसमें उसकी जन्मतिथि 1-10-58 दर्ज थी इसमें 1-10-58 जन्मतिथि दर्ज होने से व प्रार्थी स्वयं द्वारा ही यह प्रार्थना-पत्र देने से प्रार्थी का यह कथन अपने आपमें ही झूठा सिद्ध होता है कि वह 1958 से ही अप्रार्थी संस्थान में कार्यरत था चौंकि यह असत्य है कि प्रार्थी जन्म से ही अप्रार्थी संस्थान में कार्यरत है। इसमें पूर्व प्रार्थी ने एक बार अपनी जन्मतिथि 1952 भी होना बताया था परन्तु 1952 की जन्मतिथि माने जाने पर यह सम्भव नहीं है कि छः वर्ष की आयु में ही प्रार्थी ने अप्रार्थी संस्थान में कार्य आरम्भ कर दिया हो। प्रार्थी का 1958 से कार्य किये जाने का कथन उक्त दस्तावेजी साक्ष्य को देखते हुए असत्य सिद्ध होता है व कर्ताई माने जाने योग्य नहीं है।

6. अप्रार्थी ने रिक्टल में जो साक्ष्य दी है उसमें विभिन्न कर्मचारियों की नियुक्ति तिथियों के आवश्यक दस्तावेज प्रस्तुत किये

गये हैं व प्रार्थी की नियुक्ति की प्रधावी तिथि जनवरी 1979 इसमें बताई गई है। चौंकि प्रार्थी ऐसा कोई दस्तावेज प्रस्तुत नहीं कर पाया है जिससे अप्रार्थी के द्वारा प्रस्तुत दस्तावेज को गलत होना माना जा सके ऐसी स्थिति में अप्रार्थी द्वारा प्रस्तुत रिकार्ड के आधार पर यह सिद्ध होना पाया जाता है कि प्रार्थी की नियुक्ति अप्रार्थी संस्थान में जनवरी, 1979 से हुई। प्रार्थी की नियुक्ति जनवरी 1979 में होने से प्रार्थी द्वारा यह क्लेम किया जाना कि 1958 में उसे नियोजित किया जाकर उससे कनिष्ठ कर्मचारियों को स्थायी कर दिया गया व उसे स्थायी नहीं किया गया भी अपने आपमें असत्य सिद्ध होता है। अप्रार्थी संस्थान की ओर से साक्ष्य में सभी कर्मचारियों के पूर्ण विवरण दिये जाकर यह बताया गया है कि प्रार्थी ने जिन कर्मचारियों को स्थायी कर दिया जाना बताया है उनकी नियुक्ति तिथि क्या थी व वे किस प्रकार प्रार्थी से पूर्व नियुक्त हुए। प्रार्थी ने इस तथ्यों का कोई रिक्टल प्रस्तुत नहीं किया है। ऐसी स्थिति में अप्रार्थी संस्थान द्वारा प्रस्तुत रिकार्ड जो कार्यालय के सामान्य काम-काज के संचालन में रखा गया है को असत्य माने जाने का कोई कारण नहीं है। इसके आधार पर यह माने जाने का कोई कारण नहीं है कि प्रार्थी के बाद नियुक्त हुए कर्मचारियों का पदोन्नत कर दिया गया हो व प्रार्थी को न किया गया हो। अप्रार्थी की ओर से यह भी बताया गया है कि केन्द्रीय सरकार द्वारा विभिन्न अस्थाई कर्मचारियों के नियमितिकरण के संबंध में जो नीति बनाई गई उस नीति को पालना में दैनिक वेतन भोगी कर्मचारियों को सर्वप्रथम अस्थायी स्टेट्स दिया गया व प्रार्थी का नाम भी वरीयता सूची में इसी प्रकार दर्शाया गया। इस प्रकार की वरीयता सूची अप्रार्थी संस्थान द्वारा प्रस्तुत की गई है जिसमें प्रार्थी का भी नाम है। प्रार्थी नियमितिकरण या स्थायी किये जाने का अधिकार उस पर लागू नियमों के अधीन ही क्लेम कर सकता है। प्रार्थी यह सिद्ध नहीं कर पाया है कि उसके केस में अप्रार्थी संस्थान में लागू नियमों का उल्लंघन कर उसे नियमित नहीं किया हो। बल्कि अप्रार्थी संस्थान द्वारा प्रस्तुत रिकार्ड से यह तथ्य सिद्ध होता है कि प्रार्थी के केस में लागू नियमों के अनुसार ही विभिन्न कर्मचारियों को उनकी नियुक्ति तिथि के अनुसार पदोन्नति दी गई या उनका स्टेट्स बदला गया।

7. यह रेफरेन्स 1958 से 2000 तक प्रार्थी द्वारा की गई सेवा के संबंध में है जो अवधि करीब 42 वर्षों की सेवा की होती है। जैसा ऊपर विवेचन किया गया है 1979 से पहले प्रार्थी द्वारा अप्रार्थी संस्थान में सेवा की गई हो, यह माने जाने कोई आधार नहीं है। इस प्रकार प्रार्थी स्वयं द्वारा ही 20 वर्ष की अतिरिक्त सेवा अवधि ऐसी बताई गई है जिसे जाने का कोई आधार नहीं है। इनी लम्बी सेवा अवधि असत्य सिद्ध होने की स्थिति में प्रार्थी द्वारा अन्य व्यक्तियों को स्थायी किये जाने या पदोन्नति दिये जाने के जो कारण बताये गये हैं वे सिद्ध होने नहीं माने जा सकते। ऐसा प्रतीत होता है कि प्रार्थी ने अपने मांग-पत्र व अपने शपथ-पत्र में deliberately अपनी सेवा अवधि का कहीं भी उल्लेख नहीं किया है जबकि रेफरेन्स उसके द्वारा बताई गई सेवा अवधि के आधार पर हुआ है। इससे यह प्रतीत होता है कि प्रार्थी स्वयं ही न्यायालय के समक्ष clean hands से नहीं आया है।

8. प्रार्थी ने इस रेफरेन्स को अत्यधिक देरी से किये जाने का भी कोई कारण नहीं बताया है। प्रार्थी की रेफरेन्स में बताई गई सेवा

अवधि 42 वर्ष की है व अन्तिम वरीयता सूची भी 1999 में जारी की गई जो रिकार्ड पर प्रस्तुत की गई है। इससे पूर्व की वरीयता सूची भी रिकार्ड पर है। प्रार्थी द्वारा रेफरेन्स हेतु आवेदन 2001 में किया गया है, प्रार्थी द्वारा इस देरी का कोई कारण स्पष्ट नहीं किया गया है। Inordinate देरी के आधार पर भी प्रार्थी अब इस रेफरेन्स में किसी अनुतोष का अधिकारी नहीं माना जा सकता।

9. उक्त विवेचन के अनुसार प्रार्थी यह सिद्ध नहीं कर पाया है कि अप्रार्थी संस्थान द्वारा उसे स्थायी न कर उसके संबंध में unfair labour practice अपनाई गई हो।

10. उक्त विवेचन के अनुसार इस रेफरेन्स का उत्तर इस अवार्ड की terms में निम्न प्रकार दिया जाता है।

“अप्रार्थी द्वारा प्रार्थी को स्थायी न किया जाना व अन्य लाभ नहीं दिया जाना उचित एवं वैध था। प्रार्थी किसी अनुतोष का अधिकारी नहीं होगा।”

11. यह अवार्ड आज दिनांक 12-11-2008 को खुले न्यायालय में सुनाया गया।

पुष्टेन्द्र सिंह हाड़ा, न्यायाधीश

नई दिल्ली, 18 मार्च, 2009

का.आ. 895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भै. गैस ऑथारिटी ऑफ इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 50/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/17/2007-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 18th March, 2009

S.O. 895.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2007) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Gas Authority of India Ltd. and their workman, which was received by the Central Government on 16-3-2009.

[No. L-30012/17/2007-IR(M)]

KAMAL BAKHRI, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 13th day of February, 2009

Industrial Dispute No. 50/2007

Between :

Sri K. Veera Raghavulu (Ex.Army)

D.No. 2-10-9, II Ward,

Shanthi Nagar, Nidadavolu,

West GodavariPetitioner

AND

1. The Dy. General Manager,

M/s. GAIL India Ltd.

Jetty Avenue, Danavaipet,

Rajahmundry.

2. M/s. Durga Bhavani Security Services,

B-43, Godavari Garden, Yapra Point,

Secunderabad-87. Respondents

APPEARANCES

For the Petitioner : NIL

For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its order No. L-30012/17/2007-IR (M) dated 25-9-2007 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Gas Authority of India Limited and their workman. The reference is,—

SCHEDULE

“Whether the action of the management of M/s. Gas Authority of India Limited, Rajahmundry and its contractor M/s. Durga Bhavani Security Agency in terminating the services of Shri K. Veera Raghavulu arbitrarily without following the provisions of Industrial Disputes Act as alleged by Shri K. Veera Raghavulu, Nidadavolu is legal and/or justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 50/2007 and notices issued to the parties.

2. On 13-2-2009, Petitioner and Respondent No. 2 are absent while Respondent No. 1 is present. Petitioner has not filed claim statement even after one and half year. As such, this case is closed for want of claim statement. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 13th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner
NIL

Witnesses examined for the Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 मार्च, 2009

का.आ. 896.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने, गैस ऑथारिटी ऑफ इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 49/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/16/2007-आई.आर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 18th March, 2009

S.O. 896.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2007) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Gas Authority of India Ltd. and their workman, which was received by the Central Government on 16-3-2009.

[No. L-30012/16/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present : **SHRI VED PRAKASH GAUR,**
Presiding Officer

Dated the 13th day of February, 2009

Industrial Dispute No. 49/2007

Between :

Sri Uppala Rama Rao,
D.No. 4-164-9E, 1st Ward,
Ganesh Nagar,
Thadepalligudem.Petitioner
AND

1. The Dy. General Manager,
M/s. GAIL India Ltd.

Jetty Avenue, Danavaipet,
Rajahmundry.

2. M/s. Durga Bhavani Security Services,
B-43, Godavari Garden, Yatra Point,
Secunderabad-87. Respondents

APPEARANCES

For the Petitioner : NIL

For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its order No. L-30012/16/2007-IR (M) dated 25-9-2007 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Gas Authority of India Limited and their workman. The reference is,—

SCHEDULE

“Whether the action of the management of M/s. Gas Authority of India Limited, Rajahmundry and its contractor M/s. Durga Bhavani Security Agency in terminating the services of Shri Uppala Rama Rao arbitrarily without following the provisions of Industrial Disputes Act as alleged by Shri Uppala Rama Rao, Thadepalligudem is legal and/or justified? If not, to what relief the concerned workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 49/2007 and notices issued to the parties.

2. On 13-2-2009, Petitioner and Respondent No. 2 are absent while Respondent No. 1 is present. Petitioner has not filed claim statement even after one and half year. As such, this case is closed for want of claim statement. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 13th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner
NIL

Witnesses examined for the Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 मार्च, 2009

कां.आ. 897.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बरसुआन आयरन बाइंस के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/प्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 53/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-3-2009 को प्राप्त हुआ था।

[सं. एल-26012/10/1998-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 18th March, 2009

S.O. 897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Barsuan Iron Mines and their workman, which was received by the Central Government on 16-3-2009.

[No. L-26012/10/1998-IR(M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
BHUBANESWAR**

Present : Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-
Labour Court, Bhubaneswar.

Tr. Industrial Dispute Case No. 53/2001**Date of Passing Award-5th January, 2009****Between :**

The Management of the General
Manager, P.O. Tensa, Sundargarh.

.....1st Party-Management

AND

Their Workman, Shri Balendra Singh,
Represented through the Secretary, United
Mines Mazdoor Union, Anil Smruti Sadan,
P.O. Barsuan, Sundargarh.2nd Party-Union

APPEARANCES

Shri R. C. Tripathy,
Manager, Law

.....For the 1st Party-
Management

Shri A. K. Choudhury
Vice-President.

.....For the 2nd Party-
Union**AWARD**

The Government of India, in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* Order No. L-26012/10/98/IR(M), dated 5-5-1999.

“Whether the action of the Management of Barsuan Iron Mines of Raw Materials Division, SAIL for not allowing Shri Balendra Singh, Field Machinery Operator (Shovel) P.L. No. 34052 of Barsuan Iron Mines, one additional increment from 1-1-1988 or lumpsum amount as per the provisions of anomalies Committee in the pre-revised period is justified? If not, to what relief the workman is entitled?”

2. From the pleadings of the parties and the documents produced by them it is gathered that the disputant Balendra Singh and one Bidyadhar Penthoi were working, besides others, as Field Machinery Operators in Barsuan Iron Mines of the Management. The disputant was Shovel Operator in Grade N-7 while Shri Penthoi was a Drill Operator of the same grade and by July, 1987 they were getting equal amount of salary. It is alleged by the disputant-workman that on his promotion to N-8 grade he used to get higher pay than Shri Penthoi till July 1988. After the Pay revision was enforced he also got higher pay than Shri Penthoi till May 1989. But on the promotion of Shri Penthoi to N-8 grade on 30-6-1989, himself and Shri Penthoi used to get equal amount of Rs. 2521 till June 1989. Since from July 1989 Shri Penthoi got Rs. 2601 per month which was higher than the pay of the disputant, the latter made some representations and then raised an Industrial Dispute resulting in the present reference. Hence the case.

3. It is alleged by the Management on the other hand that, the claim of the disputant is not only absurd but also contrary to the Pay Fixation Rules. According to the Management on the promotion of Shri Penthoi both himself and the disputant were placed in N-8 grade and on the introduction of revised pay scale, their pay was, accordingly, re-fixed. Since under the Rules governing the pay fixation, Shri Penthoi was to get his next increment in July 1989, was paid accordingly. It is further contended by the Management that since the service conditions of the disputant was guided differently as per the settlement with the Union, his case was not comparable with that of Shri Penthoi and as such his date of increment cannot be antedated with that of Shri Penthoi and hence he deserves no relief.

4. On the basis of above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the Management for not allowing Shri Balendra Singh, Field Machinery Operator (Shovel) P.L. No. 34052 of Barsuan Iron Mines, one additional increment from 1-1-1988 or lumpsum amount as per the provisions of anomalies committee in the pre-revised period is justified?
3. If not, to what relief the workman is entitled?

5. Besides producing some documents marked as Exts. 1 to 4 the Union examined the disputant in support of its case. The Management also examined one of his officers besides producing some other documents marked as Exts.-A to H.

FINDINGS

ISSUES No. 1

6. This issue is answered in affirmative as no evidence worth the name has been produced by the Management challenging the maintainability of the case.

ISSUE Nos. 2 & 3

7. These issues are taken up together for joint disposal.

As per the terms of reference, the question whether the workman is entitled for an additional increment with effect from 1-9-1988 has been sought to be determined. But no evidence has been adduced nor pleaded by the workman as to how he is entitled for such a relief. On the other hand it is deposed by him that his salary is to be equalized with that of Shri Penthoi from July 1989, as the latter being junior to him in the same cadre used to get higher salary due to increase of his incremental pay. According to him both himself and Shri Penthoi were Field Machinery Operators drawing same pay until he was promoted to N-8 grade on 31-12-1987. After his above promotion and on fixation of his pay under revised scale he used to enjoy more pay than Shri Penthoi. Shri Penthoi got his promotion from N-7 to N-8 grade with effect from 30-6-1989 (*vide* order marked as Ext.-4) and on fixation of his pay he got Rs. 2521 per month from that date and from next month onwards he got Rs. 2601 due to incremental benefits as again his pay of Rs. 2521 by that date. These facts as deposed by the workman has not been denied by the Management. But according to the Management the above disparity is due to promotion of Shri Penthoi under new scale of pay. It is further deposed by the Management that the workman and Shri Penthoi though were in same cadre N-8 by July 1989 they were guided by separate service conditions as per the settlement with the Unit. The promotion order marked as Ext.-4 in fact discloses that the workman was working as a Shovel Operator while Shri Penthoi was a Drill Operator. During cross examination the workman admitted

that Shovel Operators are not directly recruited nor they are directly promoted. But they are appointed after a trade test. The agreement dated 16-10-1992 (Ext.-D) shows that the Shovel Operators of Grade N-8 have got different channel of promotion than the Drill Operators of the same grade. Therefore, when the disputant belonging to a different trade than Shri Penthoi and their promotional avenues not being same, the disputant cannot claim parity with Shri Penthoi.

8. Thus, in any view of the matter the discussions made at the very outset, the disputant is held not entitled for an additional increment with effect from 1-9-1988 and as such the reference is answered accordingly.

Dictated & Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

List of Witnesses Examined on behalf of the 2nd Party Union

- W.W.-I-Shri Balendra Singh

List of documents Exhibited on behalf of the 2nd Party Union

Ext.-1—Copy of letter dated 24-4-1997 of Balendra Singh to the Dy. Manager (P & A) RMD, Barsuan Iron Mines, Tensa.

Ext.-2—Copy of letter dated 10-2-1992 of Balendra Singh to the Senior Manager (PL) RMD, Rourkela Zone of Mines, Rourkela.

Ext.-3—copy of office order No. Iron/PNL/4(1)/2362 dated 2-4-1990.

Ext.-4—Copy of office order No. PL-MP/90017, dated 24-1-1990.

List of Witnesses Exhibited on Behalf of the 1st Party—Management.

- M.W.-I—Bhubaneswar Mishra.

List of Documents exhibited on behalf of the 1st Party—Management.

Ext.-A—Copy of personnel policy circular No. 589, dated 25-5-90 issued by Rourkela Steel Plant.

Ext.-B—Memorandum of Settlement dated 13-1-1991 between the Management of BIM and employees of BIM through Rourkela Mazdoor Sabha.

Ext.-C—Copy of Lop dated 25-1-1973.

Ext.-D—Copy of circular on Field Machinery Operation.

Ext.-E—Minutes of discussion held on 28-10-1991.

Ext.-F—Copy of Personnel Policy Circular No. 570, dated 11-12-1989.

Ext.-G—Xerox copy of Fitment Chart.

Ext.-H—Revised Wage Chart.

नई दिल्ली, 19 मार्च, 2009

का.आ. 898.—ओडिशाके विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं भान्जा मिनरल्स (प्रा.) लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओडिशिक विवाद में केन्द्रीय सरकार औडिशिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 24/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-27011/1/2003 आईआर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bhanja Minerals (P) Ltd. and their workmen, which was received by the Central Government on 17-3-2009.

[No. L-27011/1/2003-IR(M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

I. D. Case No. 24/2003

The Managing Director,

M/s. Bhanja Minerals (P) Ltd.

Inganjharan-Iron & Mn. Mines,

Dist. Keonjhar.

... 1st Party (Management)

Vrs.

The General Secretary,

North Orissa Workers' Union

Barbel

....2nd Party (Workman)

AWARD

This reference made by the Government of India, Ministry of Labour in their letter No. L-27011/1/2003-IR (M), dated 19-06-2003 was for adjudication of the following disputes:

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd., Inganjharan Iron

& Mn. Mines, At./P.O. Inganjharan, Via Joda, Dist. Keonjhar in terminating the services of Smt. Labai Munda and Sri Bamya Munda, Ex-Miner, of M/s. Bhanja Minerals (P) Ltd. from 21-1-2000 without serving proper notice and also without complying the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

Today the Management and the Union filed a joint Memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workmen would be taken back to service with 30% back wages calculated from the date of their termination till resumption of duty. Accordingly, the settlement is made part of this Award. The Management is, accordingly, directed to reinstate the workman in their former post with 30% back wages without there being any change in their service conditions as agreed by the parties. The Management is, accordingly, directed to reinstate the workman within a period of 30 days hence. The agreed back wages be paid within one month of reinstatement.

Dictated

(Sd/-)

Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 899.—ओडिशिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं भान्जा मिनरल्स (प्रा.) लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओडिशिक विवाद में केन्द्रीय सरकार औडिशिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 111/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-26012/15/2002-आईआर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 899.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bhanja Minerals (P) Ltd. and their workmen, which was received by the Central Government on 17-3-2009.

[No. L-26012/15/2002-IR(M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

L.D. Case No. 111/2002

The Managing Director,

M/s. Bhanja Minerals (P) Ltd.

Inganijharan Iron & Mn. Mines,

At- Park Street,

P.O./Dist. Keonjhar, Orissa.

Vrs.

Shri Raghav Parida,

At/P.O.- Daduan

Via - Joda,

Dist- Keonjhar,

Orissa.

AWARD

This reference made by the Government of India, Ministry of Labour in their letter No. L-26012/15/2002-IR (M), dated 17-10-2002 was for adjudication of the following dispute :

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd. Inganijharan Iron & Mn. Mines, At Park Street, P.O. & Dist. Keonjhar by terminating the services of Shri Raghav Parida, S/o Duryodhan Parida, Smt. Lalita Patra, W/o. Nily Patra, Smt. Nandi Munda, W/o. Biragi Munda, Smt. Radhi Samal, W/o. Lalmohan Samal, Smt. Chandri Mahakud, W/o. Nab Mahakud, semi skilled workers from 1-1-2000 and Shri Sukram Munda, S/o. Turi Munda, semi-skilled from 1-11-2000 without serving proper notice and in violation of provisions of L.D. Act, 1947, who were working since 1-3-1994 continuously, is justified? If not, what relief the workmen are entitled to?"

Today the Management and the Union filed a joint Memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workman would be taken back to service with 30% back wages calculated from the date of their termination till resumption of duty. Accordingly the settlement is made part of this Award. The Management is accordingly, directed to reinstate the workman in their former posts with 30% back wages without there being any change in their service conditions as agreed by the parties. The Management is, accordingly, directed to

reinstate the workmen within a period of 30 days hence. The agreed back wages be paid within one month of reinstatement.

Dictated

(Sd/-)

Presiding Officer

रा. विज्ञा, 19 मार्च, 2009

का.आ. 900.—ऑपोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार द्वै भाज्या प्रियतल्स (प्र.) लिमिटेड के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निरिष्ट ऑपोगिक विवाद में केन्द्रीय सरकार ऑपोगिक अधिकारक/काम न्यायालय, भुबनेश्वर के एकाट (संदर्भ संख्या 22/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[रा. वि. 26012/2/2003-आईआर(सम)]

कमल बाहरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 900.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.22/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bhanja Minerals (P) Ltd. and their workmen, which was received by the Central Government on 17-3-2009.

[No. L-26012/2/2003-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

L.D. Case No. 22 of 2003

The Managing Director,

M/s. Bhanja Minerals (P) Ltd.

Inganijharan Iron & Mn. Mines,

At- Park Street,

P.O/Dist. Keonjhar, Orissa.

Vrs.

Shri Santosh Kumar Mohakud,

S/o Shyambandhu Mohakud,

At/PO- Dhovam- Kuchuda

Via-Champur,

Dist- Keonjhar, Orissa

AWARD

This reference made by the Government of India, Ministry of Labour in their letter No. L-26012/2/2003-IR (M), dated 19-6-2003 was for adjudication of the following disputes.

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd. Inganjiharan Iron & Mn. Mines, At./PO Inganjiharan, Via. Joda, Dist. Keonjhar in terminating the services of Shri Santosh Kumar Mohakud, S/o. Shyamghan Mohakud, At./Po.Dhobakuchuda, Via. Champua, Dist. Keonjhar from 1-6-2000 without serving proper notice and also without complying the provisions of I.D. Act, 1947 is justified? If not, what relief the workman is entitled to?"

Today the Management and the Union filed a joint Memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workman would be taken back to service with 30% back wages calculated from the date of his termination till resumption of duty. Accordingly the settlement is made part of this Award. The Management is accordingly directed to reinstate the workman in his former post with 30% back wages without there being any change in his service conditions as agreed by the parties. The Management is accordingly directed to reinstate the workman within a period of 30 days hence. The agreed back wages be paid within one month of reinstatement.

Dictated
(Sd/-)

Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 901.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वै. मान्जा मिनरलस (प्रा.) लिमिटेड के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुजनेश्वर के पंचाट (संख्या 72/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-26011/6/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 901.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of M/s. Bhanja Minerals (P) Ltd. and their workman, which was received by the Central Government on 17-3-2009.

[No. L-26011/6/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

I. D. Case No.72/2002

The Managing Director,

M/s. Bhanja Minerals (P) Ltd.,

Inganjiharan Iron & Mn. Mines,

At- Park Street,

PO/Dist.-Keonjhar,

Vrs.

The General Secretary,

North Orissa Workers union,

PO- Bargil,

Dist- Keonjhar,

AWARD

48. 28-12-08 (Lok Adalat)

This reference made by the Government of India, Ministry of Labour in their letter No. L-26011/6/2002-IR (M), dated 21-08-2002 was for adjudication of the following disputes.

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd. Inganjiharan Iron & Mn. Mines, At./ Po. Inganjiharan, Dist. Keonjhar denying work to Shri Sadhu Naik and Shri Narendra Patra, Mazdoors from 22-9-1999 is justified? If not, what relief the workmen are entitled to?"

Today the Management and the Union filed a joint Memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workmen would be taken back to service with 30% back wages calculated from the date of their termination till resumption of duty. Accordingly the settlement is made part of this Award. The Management is accordingly directed to reinstate the workmen in their former posts with 30% back wages without there being any change in their service conditions as agreed by the

parties. The Management is accordingly directed to reinstate the workmen within a period of 30 days hence. The agreed back wages be paid within one month of reinstatement.

Dictated

(Sd/-)

Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.अब. 902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) कों धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतारानी आपरेटर माइन्स के प्रबंधनसंत्र के स्वाक्षर विवादकारों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय, भुवनेश्वर के पंक्ति (संदर्भ संख्या 97/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-26012/22/2002-आईआर(एम)]
कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 97/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Baitaranai Iron Mines and their workmen, which was received by the Central Government on 19-3-2009.

[No. L-26012/22/2002-IR (M)]

KAMAL BAKHRI, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

PRESENT:

SHRIN. K. R. MOHAPATRA,
Presiding Officer, C.G.I.T.-Cum-Labour
Court, Bhubaneswar.

Industrial Dispute Case No. 97/2002

Date of Passing Award—24th February, 2009

BETWEEN:

The Management of the Agent, Baitaranai Iron
Mines of Dr. Sarojini Pradhan, P.O. Barbil,
Keonjhar-758035 ...1st Party Management

AND

Their Workman Shri Jagannath Munda,
S/o. Jena Munda, At/PO. Dhubakuchida,

Via-Champua, Orissa, Keonjhar. ...2nd Party-Workman.

APPEARANCES:

Shri R. N. Rath,
Authorised Representative. ...For the 1st Party
Management.

Shri Jagannath Munda ...For Himself the
2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/22/2002-IR (M), dated 09-10-2002.

"Whether the action of the Management of Baitaranai Iron Mines of Dr. S. Pradhan, At/PO. Barbil, Dist. Keonjhar in terminating the services of Sh. Jagannath Munda, S/o Jena Munda, At/PO. Dhubakuchida, Via. Champua, Dist. Keonjhar, PRW w.e.f. 30-1-1999 without serving any notice and without following the provisions of I. D. Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. In his Claim Statement it is alleged by the workman that in January 1992 he was engaged as a Minor in the Baitaranai Iron Mines of the Management and that, while he was working as such continuously from year to year, he was also all of a sudden terminated from service with effect from 30-1-1999 without any notice or notice pay or any compensation as stipulated under Section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workman and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the Management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under Section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the Management of Baitarani Lion Mines of Dr. S. Pradhan, in terminating the services of Sh. Jagannath Munda, PRW with effect from 30-01-1999 is justified?
2. If not, what relief the workman is entitled to?
5. Be it noted here that when the workman after filing his claim statement did not take any sincere step and remained absent continuously he was set ex parte ultimately. The Management as a result adduced his ex parte evidence. Hence the Award.

FINDINGS**ISSUE NO. 1 & 2**

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management Witness has deposed that he engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management. I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

7. The reference is answered accordingly.

Dictated & Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2ND PARTY-WORKMAN.

No Witnesses have been examined on behalf of the workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2ND PARTY-WORKMAN.

No Documents have been exhibited on behalf of the workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT.

M.W.-1-Shri Sabyasachi Pradhan.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

का.आ. 903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ओ.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्रम न्यायालय-I, चंडीगढ़ के पंचायत (संदर्भ संख्या 12/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/41/2006-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2007) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IOCL and their workman, which was received by the Central Government on 19-3-2009.

[No. L-30012/41/2006-IR(M)]

KAMAL BAKHRI, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

(Case No. 11/2007)

Shri Jagbir C/o Shri M.L. Chandra,
38-A, Pritam Nagar, Karnal

....Applicant

Versus

The Deputy General Manager,
Indian Oil Corporation,
(Marketing Division),
Indian Oil Bhawan Yusuf Sarai,
New Delhi-110016.

.... Respondent

APPEARANCES

For the workman : None

For the Management : Shri Vivek Kaushal

AWARD

Passed on 20-2-2009

Central Government vide notification No. L.-30012/43/2006 IR(M), dated 15-1-2007 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of IOCL, Panipat in terminating the services of Shri Jagbir Singh S/o. Shri Ram Sarup, Clerk-cum-Courier 29-10-2003 is just and legal ? If not, what relief the workman is entitled to?"

Case taken up at Camp Court, Panipat today. None is present on behalf of the workman. Learned representative of the management is present. From last many dates fixed for the hearing of this case the workman is not ensuring his presence despite Court notice. The reference was referred by the Central Government in the year 2007. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 4.15 pm. At this stage, I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Govt. as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.

20-2-2009

Camp Court, Panipat

G.K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ओ.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अपन्नायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 13/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार की 19-3-2009 को प्राप्त हुआ था।

[सं. ए.ल.-30012/43/2006-आईआर(एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 904.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2007) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IOCL and their workmen, which was received by the Central Government on 19-3-2009.

[No. L-30012/43/2006-IR (M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

(Case No. 13/2007)

Shri Raj Kumar C/o Shri M.L. Chandna,
38-A, Pritam Nagar, Karnal

....Applicant

Versus

The Deputy General Manager,
Indian Oil Corporation,
(Marketing Division),
Indian Oil Bhawan Yusuf Sarai,
New Delhi-110016.

....Respondent

APPEARANCES

For the Workman : None

For the Management : Shri Vivek Kaushal

AWARD

Passed on 20-2-2009

Central Government vide notification No. L.-30012/43/2006 IR(M), dated 15-1-2007 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of IOCL, Panipat in terminating the services of Raj Kumar S/o Shri Ram Sarup, Maintenance Fitter 1-11-2003 is just and legal ? If not, what relief the workman is entitled to?"

Case taken up at Camp Court, Panipat today. None is present on behalf of the workman. Learned representative of the management is present. From last many dates fixed for the hearing of this case the workman is not ensuring his presence despite Court notice. The reference was referred by the Central Government in the year 2007. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 4.15 pm. At this stage I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.

20-2-2009

Camp Court, Panipat

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 905.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओई.ओ.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/अमन्यायालय—1, चंडीगढ़ के पंचाट (संदर्भ संख्या 8/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/42/2006-आईआर(एम)]
कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 905.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2007) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IOCL and their workman, which was received by the Central Government on 19-3-2009.

[No. L-30012/42/2006-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

(Case No. 8/2007)

Shri Hari Dass C/o Shri M.L. Chandra,
38-A, Pritam Nagar, Karnal

Applicant

Versus

The Deputy General Manager,
Indian Oil Corporation,
(Marketing Division),
Indian Oil Bhawan Yusuf Sarai,
New Delhi-110016.

Respondent

APPEARANCES

For the workman : None

For the Management : Shri Vivek Kaushal

AWARD

Passed on 20-2-2009

Central Govt. vide notification No. L.-30012/42/2006 IR(M), dated 15-1-2007 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of IOCL, Panipat in terminating the services of Shri Hari Dass S/o Shri Charan Singh, Electrical Helper 7/11/205 is just and legal ? If not, to what relief the workman is entitled to?"

Case taken up at Camp Court, Panipat today, None is present on behalf of the workman. Learned representative of the management is present. From last many dates fixed for the hearing of this case the workman is not ensuring his presence despite Court notice. The reference was referred by the Central Government in the year 2007. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 4.15 pm. At this stage, I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Govt. as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.
20-2-2009
Camp Court, Panipat

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 906.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और भान्जा मिनरल्स (प्रा.) लिमिटेड के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/अमन्यायालय भुवनेश्वर, के पंचाट (संदर्भ संख्या 23/2003) द्वा प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-26011/5/2003-आईआर(एम)]
कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 906.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bhanja Minerals (P) Ltd. and their workman, which was received by the Central Government on 17-3-2009.

[No. L-26011/5/2003-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

I. D. Case No. 23/2003

The Managing Director.

M/s. Bhanja Minerals (P) Ltd.

Inganijharan Iron & Mn. Mines,
At Park Street, PO/Distt.-Keonjhar,
Orissa

Versus

The General Secretary;
North Orissa Workers Union
PO-Barbil,
Distt.-Keonjhar, Orissa

AWARD

This reference made by the Government of India, Ministry of Labour in their letter No. L-26011/5/2003-IR (M), dated 20-06-2003 was for adjudication of the following disputes.

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd. Inganijharan Iron & Mn. Mines, At/P.O. Inganijharan, Via. Joda, Distt. Keonjhar in terminating the services of Smt. Dukhini Giri, Ex-Miner, Bhanja Minerals (P) Ltd. from 5-5-2001 without serving proper notice and also without complying the provisions of Industrial Disputes Act, 1947 is justified? if not, what relief the workman is entitled to?

Today the Management and the Union filed a joint Memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workman would be taken back to service with 30% back wages calculated from the date of her termination till resumption of duty. Accordingly the settlement is made part of this Award. The Management is accordingly directed to reinstate the workman in her former post with 30% back wages without there being any change in her service conditions as agreed by the parties. The Management is accordingly directed to reinstate the workman within a period of 30 days hence. The agreed back wages be paid within one month of re-instatement.

(Sd/-)

Presiding Officer

नई दिल्ली, 19 मार्च 2009

का.आ. 907.—सैद्धांगिक विभाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार में, भाजा

मिनरल्स (प्रा.) लिमिटेड के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विभाद में केन्द्रीय सरकार औद्योगिक अधिकारण/त्रिम न्यायालय भुवनेश्वर, के पंचाट (संदर्भ संख्या 27/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एस-27012/2/2003-जाह. आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 907.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2003) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bhanja Minerals (P) Ltd. and their workmen, which was received by the Central Government on 17-3-2009.

[No. L-27012/2/2003-IR (M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

I.D Case No. 27/2003

The Managing Director.

M/s. Bhanja Minerals (P) Ltd.

Inganijharan Iron & Mn. Mines,
At./ Park Street, PO./Distt.-Keonjhar,
Orissa

Versus

Smt. Rajbari Munda,
and Smt. Niraso Munda.
D/o Sira Munda & Smt. Nirosa Munda,
Ex- Mines, At/Po. Daduan, via. Joda.
Distt.-Keonjhar, Orissa

AWARD

This reference made by the Government of India, Ministry of Labour in their letter No. L-27012/2/2003-IR (M), dated 19-06-2003 was for adjudication of the following disputes.

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd. Inganijharan Iron & Mn. Mines, At./P.O. Inganijharan, Via Joda, Dist. Keonjhar in terminating the services of Smt. Raibari Munda, D/o. Sira Munda and Smt. Niraso Munda, D/o. Silai Munda. AT/Po. Daduan, Via. Joda, Dist. Keonjhar from 11-1-2002 without serving proper notice and also without complying the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workmen are entitled to?

Today the Management and the Union filed a joint Memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workman would be taken back to service with 30% back wages calculated from the date of their termination till resumption of duty. Accordingly the settlement is made part of this Award. The Management is accordingly directed to reinstate the workman in their former posts with 30% back wages without there being any change in their service conditions as agreed by the parties. The Management is accordingly directed to reinstate the workmen within a period of 30 days hence. The agreed back wages be paid within one month of re-instatement.

Dictated

(Sd/-)

Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 908.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ओ.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या: 3/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/76/2001-आईआर(एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 908.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2006) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IOCL and their workman, which was received by the Central Government on 19-3-2009.

[No. L-30012/76/2001-IR (M)]

KAMAL BAKHRI, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case No. 53/2006

Shri Rampal S/o Sh. Mukhtyar Singh
Vill. Rasina, The. Pundri,
Distt. Kaithal (Haryana), Kaithal.
.....Applicant

Versus

The Executive Director,
Indian Oil Corporation Ltd.
Panipat Refinery Project,
Baholi Panipat-132140.
.....Respondent

APPEARANCES

For the workman : None

For the Management : Shri Vivek Kaushal

AWARD

Passed on 20-2-2009

Central Govt. vide notification No. L-30012/76/2001-IR(M), dated 8-8-2006 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of IOCL, KBPL, Panipat in terminating the services of Shri Rampal S/o Shri Mukhtyar Singh w.e.f. 1-3-1999 is just and legal ? If not, to what relief the workman is entitled to?

Case taken up at Camp Court, panipat today, None is present on behalf of the workman. Learned representative of the management is present. From last many dates fixed for the hearing of this case the workman is not ensuring his presence despite Court notice. The reference was referred by the Central Government in the year 2006. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 4.15 pm. At this stage, I have no option otherwise then to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Govt as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.

20-2-2009

Camp Court, Panipat.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

सा.आ. 909.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं के डी. शर्मा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 20/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-29011/19/2005-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 909.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.20/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. K.D. Sharma and their workmen, which was received by the Central Government on 17-3-2009.

[No. L-29011/19/2005-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

IRC/2005

M/s. K.D. Sharma,
Contractor,
At./PO.- Bonaikela, via-Joda,
Distt - Keonjhar, Orissa.

Versus

1. The General Secretary,
North Orissa Workers Union,
At./PO.- Barbil
Distt - Keonjhar, Orissa.
Dt. 28-12-08 (Lok Adalat)

AWARD

This reference made by the Government of India, Ministry of Labour in its letter No. L-29011/19/2005-IR(M), dated 12-7-2005 was for the adjudication of the following disputes.

"Whether the action of the Management of M/s. K.D. Sharma, Contractor, S.G.B.K. Mines of M/s. Orissa Mining Corporation Limited, At./PO. Guruda, Dist. Keonjhar by not paying the wages to the 157 workers for the period from 24-7-2003 to 5-11-2003 is justified? If not, what relief the workmen are entitled to?"

Today before the Lok Adalat both the parties appeared and filed a Memorandum of Settlement. Heard

the parties and the settlement is recorded. As per the settlement the Management has agreed to pay 50% of the wages for the period from 24-7-2003 to 5-11-2003 to 157 workers covered under this reference. In view of the above in terms of settlement the Management is directed to make such payment to all 157 workers as per list filed by the union at the above agreed rate within a period of one month from the date of the publication of this Award.

Dictated
(Sd/-)

Presiding Officer

नई दिल्ली, 19 मार्च, 2009

सा.आ. 910.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैतारनी अवलम्बन महानगर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 99/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-26012/24/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 910.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.99/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workmen, received by the Central Government on 19-3-2009.

[No. L-26012/24/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 99/2002

Date of Passing Award - 25th February, 2009

Between:

The Management of the Agent, Baitarani Iron,
Mines of Dr. Sarojini Pradhan, P.O. Barbil,
Keonjhar - 758 035 1st Party-Management.

AND

Their Workman Shri Sunaram Munda,
S/o. Soma Munda, Vill. Katho Hundul,
Via-Joda, (Orissa), Keonjhar. 2nd Party-Workman.

Appearances:
 Shri R. N. Rath,For the 1st Party-
 Authorized Representative Management.
 Shri Sunaram MundaFor Himself the
 2nd Party-Workman.

AWARD

The Government of India, Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/24/2002-IR(M), dated 21-10-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At. Po. Barbil, Dist. Keonjhar, in terminating the services of Sh. Sunaram Munda, S/o. Soma Munda, Vill. Kalho Hundul, Via-Joda, Dist. Keonjhar, PRW with effect from 5-1-2000 without serving any notice and without following the provisions of I.D. Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. In his Claim Statement it is alleged by the workman that in January 1992 he was engaged as a Miner in the Baitarani Iron Mines of the Management and that, while he was working as such continuously from year to year he was also all of a sudden terminated from service with effect from 5-1-2000 without any notice or notice pay or any compensation as stipulated under section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workman and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under Section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan in terminating the services of Shri Sunaram Munda, PRW with effect from 5-1-2000 is justified?
2. If not, what relief the workman is entitled to?

5. Be it noted here that when the workman after filing his claim statement did not take any sincere step and remained absent continuously he was set ex parte ultimately. The Management as a result adduced his ex parte, evidence. Hence the Award.

FINDINGS**ISSUE NO. 1 & 2**

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management witness has deposed that the engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management. I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

The reference is answered accordingly.

Dictated & Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No Witnesses have been examined on behalf of the Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No documents have been exhibited on behalf of the Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

M.W. -1- Shri Sabyasachi Pradhan.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

का.आ. 911.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ओ.सी.एस.के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकार्ते के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/सम्पन्न न्यायालय सं. I, चंडीगढ़ के पंचाट (संदर्भ संख्या

46/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/75/2001-आई आर (एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.46/2005) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of I.O.C.L. and their workman, which was received by the Central Government on 19-3-2009.

[No. L-30012/75/2001-IR (M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I
CHANDIGARH

Case No.46/2005

Shri Ranbir Singh S/o. Shri Sudha Ram, Vill Jam. P.O. Naru Kheri Teh. & Distt. Karnal (Haryana) Karnal- 132001.

Applicant

VERSUS

The Operation Manager, Kandla Bhatinda Pipeline,
IOCL Panipat Refinery Project, Baholi, Panipat- 132140.

Respondent

APPEARANCES

For the Workman : None

For the Management : Shri Vivek Kaushal

AWARD

Passed on : 20-2-2009

Central Government vide notification No.L- 30012/75/2001-IR(M), dated 17-10-2005 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the Management of Indian Oil Corporation Ltd. KBPL Panipat in terminating the services of Shri Ranbir Singh S/o Shri Sudha Ram w.e.f. 1-3-99 is just and legal ? If not, to what relief the workman is entitled to?”

Case taken up at Camp Court, Panipat today. None is present on behalf of the workman. Learned representative of the management is present. From last many dates fixed for the hearing of this case the workman is not ensuring his presence despite Court notice. The reference was referred by the Central Government in the year 2005. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already

4.15 pm. At this stage, I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.

20-2-2009

Camp Court, Panipat

G.K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 912.—औद्योगिक विधाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विधाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अपने न्यायालय पुस्तकालय के पाछां (संदर्भ संख्या 116/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-26012/28/2002-आई'आर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 912.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.116/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 19-3-2009.

[No. L-26012/28/2002-IR (M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BIRUBANESWAR

Present : Shri N.K.R. Mohapatra, Presiding Officer,

INDUSTRIAL Dispute Case NO. 116/2002

Date of Passing Award - 27th February 2009

Between:

The Management of the Agent, Baitarani Iron
Mines of Dr. Sarojini Pradhan, P.O. Barbil,
Keonjhar - 758 035 1st Party-Management

AND

Their Workman Shri Saber Singh Munda,
S/o. Gardi Munda, At./Po. Kacha Hundula,
Via-Joda, Keonjhar 2nd Party-Workman

APPEARANCES

Shri R.N. Rath, Authorized RepresentativeFor the 1st Party- Management.
Shri Saber Singh MundaFor Himself the 2nd Party-Workman.

AWARD

The Government of India, Ministry of Labour in exercise, of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/28/2002-IR(M), dated 16-12-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At/Po. Barbil, Dist. Keonjhar, in terminating the services of Sh. Saber Singh Munda, S/o. Gardi Munda, At.Po. Mundula, Via-Joda, Dist. Keonjhar, PRW with effect from 4-12-1999 without serving any notice and without following the provisions of I.D. Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. In his Claim Statement it is alleged by the workman that in January, 1992 he was engaged as a Miner in the Baitarani Iron Mines of the Management and that, while he was working as such continuously from year to year he was also all of a sudden terminated from service with effect from 4-12-1999 without any notice or notice pay or any compensation as stipulated under section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workman and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan in terminating the services of Shri Saber Singh Munda, PRW with effect from 4-12-1999 is justified.

2. If not, what relief the workman is entitled to?

5. Be it noted here that when the workman after filing his claim statement did not take any sincere step and remained absent continuously he was set ex parte ultimately. The Management as a result adduced his ex parte, evidence. Hence the Award.

FINDINGS**ISSUE NO. 1 & 2**

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management Witness has deposed that the engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

The reference is answered accordingly.

Dictated & Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No Witnesses have been examined on behalf of the Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No documents have been exhibited on behalf of the Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

M.W. -1- Shri Sabyasachi Pradhan.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

का.आ. 913.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/ब्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 33/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/13/2005-आईआर(एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 913.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2005) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of H.P.C.L. and their workmen, which was received by the Central Government on 19-3-2009.

[No. L-30012/13/2005-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I
CHANDIGARH

Case No. 33/2005

Shri Brijesh Sharma, 17, Ashok Nagar, Panipat.

.....Applicant

VERSUS

The General Manager, Hindustan Petroleum Corp. Ltd., Baholi, Panipat.

.....Respondent

APPEARANCES

For the Workman : None

For the Management : Shri Vivek Kaushal

AWARD

Passed on : 20-2-2009

Central Government vide notification No. L- 30012/13/2005-IR(M), dated 7-7-2005 has referred the following dispute to this Tribunal for adjudication.

“Whether the industrial dispute raised by Shri Brijesh Sharma, workman engaged by M/s. Uttam Singh, Contractor against the management of HPCL over termination of his service justified? If so, to what relief the workman is entitled?”

Case taken up at Camp Court, Panipat today. None is present on behalf of the workman. Learned representative of the management is present. From last many dates fixed for the hearing of this case the workman is not ensuring his presence despite Court notice. The reference was referred by the Central Government in the year 2005. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 4.15 pm. At this stage, I have no option otherwise then to

dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.

20-2-2009

Camp Court, Panipat

G.K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 914.—औदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आईआरसीएल के प्रबंधन के संबंध में विवादकारी और उनके कर्मकारों के बीच, अनुबंध में विस्तृत औदोगिक विवाद में केन्द्रीय सरकार औदोगिक अधिकरण/ब्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 30/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/40/2003-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 914.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2005) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of I.O.C.L. and their workmen, which was received by the Central Government on 19-3-2009.

[No. L-30012/40/2003-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA/KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I
CHANDIGARH

Case No. 30/2005

Shri Rajesh Kumar S/o Shri Charan Singh C/o Karan Singh, Bhartiya Mazdoor Sangh, Lal Bati Chowk, G.T. Road, Panipat.

.....Applicant

VERSUS

The Executive Director, I.O.C.L. Panipat Refinery Project, Baholi, Panipat - 132140.

.....Respondent

APPEARANCES

For the Workman : None

For the Management : Shri Vivek Kaushal

AWARD

Passed on : 20-2-2009

Central Government vide notification No. L-30012/40/2003-IR(M), dated 15-6-2005 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of IOCL, KBPL Panipat Refinery, Panipat in terminating the services of Shri Rajesh Kumar S/o Shri Charan Singh Helper Grade-I, w.e.f. 2-7-2000 is just and legal? If not, to what relief the workman is entitled to?”

Case taken up at Camp Court, Panipat today. None is present on behalf of the workman. Learned representative of the management is present. From last many dates fixed for the hearing of this case the workman is not enstirring his presence despite Court notice. The reference was referred by the Central Government in the year 2005. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 4.15 pm. At this stage, I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.
20-2-2009
Camp Court, Panipat

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च , 2009

क्रम.आ. 915.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माइंस के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/क्रम न्यायालय मुख्यमंत्री के पंचाट (संदर्भ संख्या 115/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-26012/27/2002-आईआर(एम)]
कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 915.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.115/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 19-3-2009.

[No. L-26012/27/2002-IR (M)]

KAMAL BAKHRI, Des Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR**

Present: Shri N.K.R. Mohapatra, Presiding Officer,
Industrial Dispute Case No. 115/2002

Date of Passing Award - 27th February 2009

Between:

The Management of the Agent, Baitarani Iron, Mines of Dr. Sarojini Pradhan, P.O. Barbil, Keonjhar - 758 0351st Party-Management.

AND

Their Workman Shri Sonu Mohakud, At/PO. Kalho Hundula, Via-Joda, Orissa, Dist. Keonjhar.

.....2nd Party-Workman.

APPEARANCES

Shri R.N. Rath,For the 1st Party-
Authorized Representative Management.

Shri Sonu Mohakud.For Himself the
2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-26012/27/2002- IR(M), dated 20-11-2002.

“Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At/PO. Barbil, Dist. Keonjhar, in terminating the services of Sh. Sonu Mohakud, S/o Mohan Mohakud, At/PO. Kalho Hundula, Via-Joda, Dist. Keonjhar, PRW with effect from 5-1-2000 without serving any notice and without following the provisions of I.D. Act, 1947 is justified? If not, what relief the workman is entitled to?”

2. In his Claim Statement it is alleged by the workman that in January 1992 he was engaged as a Miner in the Baitarani Iron Mines of the Management and that, while he was working as such continuously from year to year he was also all of a sudden terminated from service with effect from 5-1-2000 without any notice or notice pay or any compensation as stipulated under Section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never

continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workman and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan in terminating the services of Shri Sonu Mohakud, PRW with effect from 5-1-2000 is justified?

2. If not, what relief the workman is entitled to?

5. Be it noted here that when the workman after filing his claim statement did not take any sincere step and remained absent continuously he was set *ex parte* ultimately. The Management as a result adduced his *ex parte*, evidence. Hence the Award.

FINDINGS

ISSUE NO. 1 & 2

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management witness has deposed that the engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

The reference is answered accordingly.

Dictated & Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No Witnesses have been examined on behalf of the Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No documents have been exhibited on behalf of the Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

M.W. -1- Shri Sabyasachi Pradhan.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

का.आ. 916.—जौलोगिक विषय अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरनी आयरन माइन्स के प्रबंधनतात्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध भै निर्दिष्ट जौलोगिक विषय में केन्द्रीय सरकार जौलोगिक अधिकारक/इन्यू न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 114/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-26012/26/2002-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 114/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 19-3-2009.

[No. L-26012/26/2002-IR (M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present: Shri N.K.R. Mohapatra, Presiding Officer,

Industrial Dispute Case No. 114/2002

Date of Passing Award - 26th February 2009

Between:

The Management of the Agent, Baitarani Iron, Mines of Dr. Sarojini Pradhan, P.O. Barbil, Keonjhar - 758 035 1st Party-Management.

AND

Their Workman Shri Jangal Munda,
S/o. Shir Manahar Munda, At/PO. Dhobakuchida,
Via. Champua, Dist. Keonjhar, Orissa

.....2nd Party-Workman.

APPEARANCES

Shri R.N. Rath,For the 1st Party-
Authorized Representative	Management.
Shri Jangal MundaFor Himself the 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/26/2002-IRG, dated 11-2-2002:

"Whether the Management of Baitarani Iron Mines of Dr. S. Pradhan, At/PO. Barbil, Dist. Keonjhar, in terminating the services of Sh. Jangal Munda, S/o. Manahar Munda, At/PO. Dhobakuchida, Via. Champua, Dist. Keonjhar, PRW with effect from 12-3-1999 without serving any notice and without following the provisions of I.D. Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. In his Claim Statement it is alleged by the workman that in January 1992 he was engaged as a Miner in the Baitarani Iron Mines of the Management and that, while he was working as such continuously from year to year he was also all of a sudden terminated from service with effect from 12-3-1999 without any notice or notice pay or any compensation as stipulated under Section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workman and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under Section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan in terminating the services of Shri Jangal Munda, PRW with effect from 12-3-1999 is justified?

2. If not, what relief the workman is entitled to?

5. Be it noted here that the workman after filing his claim statement did not take any step and remained absent continuously. He was set off ultimately. The Management as a result produced his evidence. Hence the Award.

N.G.

ISSUE NO. 1 & 2

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management witness has deposed that the engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

7. The reference is answered accordingly.

Dictated & Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No Witnesses have been examined on behalf of the Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No documents have been exhibited on behalf of the Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

M.W.-1- Shri Sabyasachi Pradhan.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

S.O. 917.—अंग्रेजीक विद्युत अधिनियम, 1947 (1947 का 14) की अन्तर्गत 17 के अनुसार में, अंग्रेजी सरकार बैतारानी अपरान शर्टफ्लॉट के प्रबोधनकालीन अंग्रेजी सरकार बैतारानी अपरान अधिनियम के अनुसार नियोजित विविध सेवाओं और उनके कर्मचारों के बीच, अनुदान के लिए अंग्रेजी सरकार बैतारानी अंग्रेजी सरकार अधिनियम के अनुसार अपरान के अंतर्गत (संदर्भ संख्या 113/2002) को प्रकाशित करती है, जो अंग्रेजी सरकार को 19-03-09 को प्राप्त हुआ था।

[म. एस-26012/25/2002-आई अर (एम)]

कमल बहादुर, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.113/2002) of the Central Government Industrial Tribunal/ Labour Court, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was decided by the Central Government on 19-03-09.

[No. L-26012/25/2002-IR (M)]

KAMAL BAHADU, Dock Officer
ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL/ LABOUR COURT
Bhubaneswar.**

Present : Shri M.K.R. Mehta, Presiding Officer,
Industrial dispute Case No. 143/2002
Decided on the 19th March, 2009

Between

The Management of the Agent, Baitarani Iron
Mines of Dr. S. Pradhan, P.O. Barbil,
Keonjhar-758055.

... 1st Party-Management.

AND

Their Workman Shri Shyam Munda,
S/o. Shri Berga Munda, At. Gobindpur,
P.O. Birkola, Dist. Keonjhar.

... 2nd Party-Workman.

APPEARANCES

Shri R.N. Ray,

...For the 1st Party-
Management

Authorized Representative.
Shri Shyam Munda

...For Himself the
2nd Party-Workman.

AWARD

1. The Government of India, Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section

(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-26012/25/2002 - IR(M), dated 27-11-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At/Po. Barbil, Dist. Keonjhar in terminating the services of Shri Shyam Munda, S/o. Berga Munda, At. Gobindpur, P.O. Birkola, Via. Joda, Dist. Keonjhar, Supervisor with effect from 19-12-1999 without serving any notice and without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. In his Claim Statement it is alleged by the workman that in January 1999 he was engaged as a Miner in the Baitarani Iron Mines of the Management and that, while he was working as such continuously from year to year he was also all of a sudden terminated from service with effect from 19-12-1999 without any notice or notice pay or any compensation as stipulated under Section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workman and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the Management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under Section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan in terminating the services of Shri Shyam Munda, PRW with effect from 19-12-1999 is justified?

2. If not, what relief the workman is entitled to ?

5. Be it noted here that when the workman after filing his claim statement did not take any sincere step and remained absent continuously he was set experts ultimately. The Management as a result adduced his exparte evidence. Hence the Award.

FINDINGS**ISSUE NO. 1 & 2**

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management Witness has deposed that the engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management. I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

7. The reference is answered accordingly.

Dictated & Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2ND PARTY-WORKMAN.

No Witnesses have been examined on behalf of the Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2ND PARTY-WORKMAN.

No documents have been exhibited on behalf of the Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT.
M.W.- 1-Shri Sabyasachi Pradhan.**LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT.**

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

क्रा.आ. 918.—ओर्डरेंगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरानी आयरन माइन्स के प्रबंधनपत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुसंधान में निर्दिष्ट ओर्डरेंगिक विवाद में केन्द्रीय सरकार ओर्डरेंगिक अधिकारण/प्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 96/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-03-09 को प्राप्त हुआ था।

[सं. प्रल-26012/21/2002-आई आर (एम)]
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 918.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.96/2002)

of the Central Government Industrial Tribunal/ Labour Court, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 19-03-09.

[No. L-26012/21/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present : Shri N.K.R. Mohapatra, Presiding Officer,
Industrial dispute Case No. 96/2002
Date of Passing Award-24th February 2009

Between :

The Management of the Agent, Baitarani Iron Mines of Dr. Sarojini Pradhan, P.O. Barbil, Keonjhar- 758035.

... 1st Party-Management.

AND

Their Workman Shri Kalicharan Munda,
S/o. Shir Gulia Munda, At./Po. Dhabakuchida,
Via-Champua, Dist. Keonjhar.

... 2nd Party-Workman.

APPEARANCES

Shri R.N. Rath,
Authorized Representative.

...For the 1st Party-
Management

Shri Kalicharan Munda

...For Himself the
2nd Party-Workman.

AWARD

1. The Government of India, Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No: L-26012/21/2002 - IR(M), dated 10-10-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At./Po. Barbil, Dist. Keonjhar in terminating the services of Shri Kalicharan Munda, S/o. Gulia Munda, At./P.O. Dhabakuchida, Via, Champua, Dist. Keonjhar, PRW with effect from 12-3-1999 without serving any notice and without following the provisions of I.D. Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. In his Claim Statement it is alleged by the workman that in January 1992 he was engaged as a Miner in the Baitarani Iron Mines of the Management and that, while he was working as such continuously from year to year he was also all of a sudden terminated from service with effect

from 12-3-1999 without any notice or notice pay or any compensation as stipulated under Section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workman and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the Management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under Section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the action of the Management of Baitarini Iron Mines of Dr. S. Pradhan in terminating the services of Shri Kalicharan Munda, PRW with effect from 12-3-1999 is justified?
2. If not, what relief the workman is entitled to?

5. Be it noted here that when the workman after filing his claim statement did not take any sincere step and remained absent continuously he was set exparte ultimately. The Management as a result adduced his exparte evidence. Hence the Award.

FINDINGS

ISSUE NO. 1 & 2

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management Witness has deposed that the engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management. I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

7. The reference is answered accordingly.

Dictated & Corrected by me.

N.K.R. MOHAPTRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2ND PARTY-WORKMAN.

No Witnesses have been examined on behalf of the Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2ND PARTY-WORKMAN.

No documents have been exhibited on behalf of the Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT.

M.W.- 1-Shri Sabyasachi Pradhan.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT.

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

का.आ. 919.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं, भान्जा मिनरल्स (प्रा.) लिमिटेड के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय भुवनेश्वर के पंचाट (सं.भ संख्या 25/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-03-09 को प्राप्त हुआ था।

[सं. एल-27011/2/2003-आई आर (एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 919.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 25/2003) of the Central Government Industrial Tribunal/ Labour Court, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Bhanja Minerals (P) Ltd. and their workman, which was received by the Central Government on 17-03-09.

[No. L-27011/2/2003-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, Bhubaneswar

LD. Case No. 25/2003.

The Managing Director,
M/s. Bhanja Minerals (P) Ltd.,
Igorijharan Iron & Mn. Mines,
At-Park Street,
PO/Dist. Keonjhar Orissa.

Vrs

The General Secretary
North Orissa Workers Union
Po- Barbil
Distt. Keonjhar.

AWARD

This reference made by the Government of India, Ministry of Labour in their letter No. L-27011/2/2003-IR(M), dated 19-06-2003 was for adjudication of the following disputes.

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd. Inganjharan Iron & Mn. Mines, At/Po. Inganjharan Via. Joda, Dist. Keonjhar in terminating the services of Shri Ganga Munda and Shri Purna Maharana, Ex-Piece Rated Miners of M/s. Bhanja Minerals (P) Ltd. from 9-11-2001 without serving proper notice and also without complying the provisions of Industrial Disputes Act 1947 is justified? If not, what relief the workman is entitled to?"

To the Management and the Union filed a joint Memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workman would be taken back to service with 30% back wages calculated from the date of their termination till resumption of duty. Accordingly the settlement is made part of this Award. The Management is accordingly directed to reinstate the workman in their former posts with 30% back wages without there being any change in their service conditions as agreed by the parties. The Management is accordingly directed to reinstate the workman within a period of 30 days hence. The agreed back wages be paid within one month of reinstatement.

Dictated

Sd/-

Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 920.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भान्जा मिनरल्स (प्रा.) लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 26/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-03-09 को प्राप्त हुआ था।

[स. एल-27011/3/2003-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 920.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.26/2003) of the Central Government Industrial Tribunal/ Labour Court, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the

management of M/s. Bhanja Minerals (P) Ltd. and their workman, which was received by the Central Government on 17-03-09.

[No. L-27011/3/2003-IR (M)]

KAMAL BAKHRI, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR**

LD. Case No. 26/2003

The Managing Director,
M/s. Bhanja Minerals (P) Ltd.,
Inganjharan Iron and Mn. Mines,
At-Park Street,
PO/Dist. Keonjhar Orissa.

Vrs

The General Secretary
North Orissa workers Union
Po- Barbil
Distt. Keonjhar.

AWARD

This reference made by the Government of India, Ministry of Labour in their letter No. L-27011/3/2003-IR(M), dated 19-06-2003 was for adjudication of the following disputes.

"Whether the action of the Management of M/s. Bhanja Minerals (P) Ltd. Inganjharan Iron & Mn. Mines, At/Po. Inganjharan Via. Joda, Dist. Keonjhar in terminating the services of Shri Kirtan Behera and Shri Prafulla Behera, Ex-Piece Rated Miners of M/s. Bhanja Minerals (P) Ltd. from 5-1-2001 without serving proper notice and also without complying the provisions of Industrial Disputes Act 1947 is justified? If not, what relief the workman is entitled to?"

Today the Management and the Union filed a joint memorandum of Settlement before the Lok Adalat contending to have settled their disputes amicably on conditions that the disputant-workman would be taken back to service with 30% back wages calculated from the date of their termination till resumption of duty. Accordingly the settlement is made part of this Award. The Management is accordingly directed to reinstate the workman in their former posts with 30% back wages without there being any change in their service conditions as agreed by the parties. The Management is accordingly directed to reinstate the workman within a period of 30 days hence. The agreed back wages be paid within one month of reinstatement.

Dictated

Sd/-

Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 921.—ऑफिशियल विलाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैतरानी आवरण माइंस के प्रबंधनतात्र के संबंध नियोजकों और उनके कार्यकर्ताओं के बीच, अनुबंध में निर्दिष्ट ऑफिशियल विलाद में केन्द्रीय सरकार औफिशियल अधिकारण/अम न्यायालय, भुवनेश्वर के पास (संदर्भ संख्या 98/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को ज्ञाप हुआ था।

[सं. एल-26012/23/2002-आईआर (एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 921.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 98/2002) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Baitarani Iron Mines and their workman, which was received by the Central Government on 19-3-2009.

[No. L-26012/23/2002-IR (M)]

KAMAL BAKHNU, Desk Officer
ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present : Shri N.K.R. Mohapatra, Presiding Officer,
Industrial Dispute Case No. 98/2002
Date of Passing Award - 25th February, 2009

Between:

The Management of the Agent, Baitarani Iron
Mines of Dr. Sarojini Pradhan, P.O. Berbil,
Keonjhar - 758 035

... 1st Party-Management.

AND

Their workman Shri Pahilman Munda,
S/o. Tobua Munda, At/Po. Balabhadrapur,
Via-Champua, Orissa, Keonjhar.

... 2nd Party-Workman.

APPEARANCES

Shri R. N. Rath,	...For the 1st Party
Authorized Representative.	Management.
Shri Pahilman Munda.	... For Himself the 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial

Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No.L-26012/23/2002/IR(M), dated 21-10-2002.

"Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan, At/Po. Berbil, Dist. Keonjhar, in terminating the services of Sh. Pahilman Munda, S/o. Tobua Munda, At/Po. Balabhadrapur, Via-Champua, Dist. Keonjhar, PRW with effect from 1-10-1999 without serving any notice and without following the provisions of ID. Act, 1947 is justified? If not, what relief the workman is entitled to?"

2. In his Claim Statement it is alleged by the workman that in January 1992 he was engaged as a Miner in the Baitarani Iron Mines of the Management and that, while he was working as such continuously from year to year he was also all of a sudden terminated from service with effect from 1-10-1999 without any notice or notice pay or any compensation as stipulated under Section 25-F of the Industrial Disputes Act.

3. In reply to the above contentions of the workman the Management filed his written statement denying all the allegations of the workman. It is alleged that the workman was simply engaged as piece rated worker as and when necessary, and that his said engagement was never continuous. It is further alleged by the Management that, due to some unavoidable circumstances the mines remained closed during the time of raising the dispute and therefore, the workmen and few others could not be provided with any work. But they were paid their dues before such disengagement. It is further contended by the Management that, since the workman had never worked continuously for a period of 240 days in any year he was not entitled to get any notice or notice pay or any compensation as prescribed under Section 25-F of the Industrial Disputes Act.

4. On the above pleadings of the parties the following issues were framed:

ISSUES

1. Whether the action of the Management of Baitarani Iron Mines of Dr. S. Pradhan in terminating the services of Shri Pahilman Munda, PRW with effect from 1-10-1999 is justified?
2. If not, what relief the workman is entitled to?

5. Be it noted here that when the workman after filing his claim statement did not take any sincere step and remained absent continuously he was set ex parte ultimately. The Management as a result adduced his ex parte evidence. Hence the Award.

FINDINGS

ISSUE NO. 1 & 2

6. Both issues are taken up together. Be it noted at the very outset that along with the claim statement no

documents of whatsoever nature evidencing continuous engagement of the workman was filed nor there is any evidence on record to establish such engagement. On the other hand the Management Witness has deposed that the engagement of the workman was intermittent in nature and that his said engagement was on piece rated basis. The further evidence of the Management shows that during the period when the dispute was raised the mine was closed due to some unavoidable circumstances and therefore, he was paid his arrear wages before he could be disengaged. Since there is nothing to controvert the aforesaid evidence of the Management I hold that the action of the Management in terminating the workman not amounting to retrenchment is just and proper warranting no relief to the workman.

7. The reference is answered accordingly.

Dictated & corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No Witnesses have been examined on behalf of the Workman.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY-WORKMAN.

No documents have been exhibited on behalf of the Workman.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

M. W. -1-Shri Sabyasachi Pradhan.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT.

No documents exhibited on behalf of the Management.

नई दिल्ली, 19 मार्च, 2009

कल.आ. 922.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ नं-1 के पंचाट (संदर्भ संख्या 21/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-41011/09/2006-आईआर (बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2007) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh, as shown in the Annexure, in the Industrial Dispute between the management of State

Bank of India, and their workmen, received by the Central Government on 19-3-2009.

[No. L-41011/09/2006-IR(B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.**

Case No. I.D. 21/2007

The General Secretary, Pir Panchal USB Rail Project Workers Union, Banihal Distt. Doda (J&K), Doda.

...Applicant

VERSUS

The Project Manager, Hindustan Construction Company, Banihal Railway Project, AT & Banihal, Distt. Doda (J&K), Doda.

...Respondent

APPEARANCES

For the Workman : None

For the Management Shri Manoj Joshi.

AWARD

Passed on : 4-9-2008

Central Government vide notification No. L-41011/9/2006 IR-(B-1), dated 12-3-2007, has referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Hindustan Construction Company, Railway Contractor engaged in construction of USB Rail Project Banihal AT & PO Banihal, District Doda (J&K) in terminating the services of 324 workmen without adopting the provisions of I.D. Act, 1947 was justified? If not, what relief the workmen is entitled to and from which date?

2. No one is present, on behalf of workmen, Leaned representative of the management is also present. Since morning this reference has been called number of times. At 10.45 am, it was ordered to be placed before this Tribunal once again at 2 pm. It is 2.30 now and on repeated calls no one is present, in spite of having of full knowledge of the proceedings of this reference. The reference is as old as referred to this Tribunal in the year 2007. On repeated calls since morning no one is present. Accordingly, the reference is dismissed in default for non-prosecution. Central Government be informed accordingly, File to be consigned.

Chandigarh : 4-9-08 G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 923.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं पी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/48/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-03-2009 को प्राप्त हुआ था।

[सं. एल-30015/6/2002-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.CGIT-2/48/2002) of the Central Government Industrial Tribunal/Labour Court, No.-2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of HPCL and their workman, which was received by the Central Government on 17-03-2009.

[No. L-30015/6/2002-IR (M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

Present : A. A. LAD, Presiding Officer

Reference No. CGIT-2/48 of 2002

Employers in relation to the Management of Hindustan Petroleum Corporation Ltd.

The General Manager (P&A),
HPCL, Petroleum House,
17, Jamshedji Tata Road, Churchgate,
Mumbai 400 020.

... First Party

V/s.

THEIR WORKMEN

1. The General Secretary, General Employees Association; Tel-Rasayan Bhawan, Tilak Road, Dadar, Mumbai 400 014. ... Second Party
2. List of Workmen represented through Bharitya Kamgar Karamchari Mahasangh: 5, Navalkar Lane, Prathana Samaj, Girgaon, Mumbai 400 004.

1. Anil C. Patil;
2. Kishor D. Kamble;

3. Prakash H. Mhatre;
4. Anil N. Salve;
5. Suresh B. Patil;
6. Shambu Prasad;
7. D.J. Mane;
8. L.J. Mane;
9. M. Arun Kumar;
10. Anand Karupayya Kannan;
11. N. Shekar;
12. Bhayyaram Patel;
13. C. Manokar;
14. Gopal Swamy;
15. V. Thangaraj;
16. S. Arumugam.

APPEARANCE

For the Employers : S/Shri M.M. Varma, B.D
Birajdar and P.K.
Ravendranathan,
Advocates.

For the Workman : S/Shri Jaiprakash
Sawant, Jamshed Mistry,
Advocates.

For added Workman : Mr.G.S. Baj, Advocate

Date of reserving the Award : 21-1-2009.

Date of passing the Award : 06-2-2009

AWARD

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour by its Order No.L-30015/6/2002-IR(M) dated 16th May, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

(i) Whether the contract between Hindustan Petroleum Corporation Ltd., (HPCL) and the existing contractor's is a sham and bogus one and is a camouflage to deprive the concerned employees represented by the petitioner herein of benefits available to permanent workmen of HPCL?

(ii) Whether the workmen represented by the petitioner employed by HPCL through the Contractors should be declared as permanent workmen of HPCL?

(iii) What are the wages and consequential benefits to be paid to the concerned employees?

(2). Claim Statement is filed by the 2nd Party (I) Union under the signature of the Secretary of the General

Employees Association at Exhibit 4 stating and contending that, it is a trade Union registered under the Trade Union Act, 1926. (hereinafter referred to as the "Union". Said Union submitted that, it filed Writ Petition No.767 of 2001 in the Bombay High Court praying for among others, a declaration that, the workmen, whose list was annexed to the Writ Petition at Exhibit "A" are , regular workmen of the 1st Party. Union further submitted that, the said Writ Petition came up for admission on 31st March, 2001 and the Management was directed to maintain "status quo" and not to terminate the services of the contract workmen mentioned in the Exhibit 'A' of the said Writ Petition and on 5th April, 2002 the said Writ Petition was finally heard and disposed off by the following order:

"(1) The appropriate Government, i.e. the Central Government (as agreed by both the learned Senior Counsels) is directed to make a Reference of the following demand to the Industrial Tribunal for adjudication within two months from today:

(i) Whether the contract between Hindustan Petroleum Corporation Limited and the contractors is sham and bogus one and is a camouflage to deprive the concerned employees of the benefits available to permanent workmen of Hindustan Petroleum Corporation Limited;

(ii) Whether the workmen represented by the Petitioners employed by Hindustan Petroleum Corporation Ltd. through the Contractors should be declared as permanent workmen of Hindustan Petroleum Corporation Limited.

(iii) What are the wages and consequential benefits to be paid to the concerned employees?

2. The Industrial Tribunal shall decide the Reference as expeditiously as possible and in any event not later, than 30th June, 2003.
3. Interim order passed by this Court on 31-3-2001 shall remain operative for a period of three months;
4. The Petitioner shall be at liberty to apply for further interim reliefs before the concerned Industrial Tribunal.

3. Union further contended that, the 1st Party is engaged in Refining activities of crude oil and marketing of the Petroleum Products and runs its own Refinery various and own Plants/Terminals including administrative offices at various places. 1st Party has one such Refinery at "Mahul" where presently more than, 2000 permanent workers are employed in various process and jobs at the said Refinery. The said Refinery is spread over more than 100 acres. Union submitted that, besides these permanent employees 1st Party, has also employed contract workers in various process, jobs and works including the job of housekeeping. 2nd Party (I) Union submitted that, the present Reference concerns the workmen who are working as sweepers, valve operators and helpers in the establish-

ment or the 1st Party through dubious contractors. Some of concerned employees are engaged in the work of sweeping, cleaning and dusting of the buildings and plant in the Refinery which is owned and occupied by the 1st Party and some of them have been working there as valve operators and helpers for more than 10 years.

(4) 2nd Party (I) Union submitted that 1st Party required large number of permanent workers at its Refinery at Mahul. It is submitted by the 2nd Party (I) Union that, the work carried out at said Refinery is of permanent and perennial nature. It submitted that, the Workmen involved in the Reference in are engaged in the work of sweeping, cleaning and dusting of the building premises which are owned and occupied by the Management and some of them are working as helpers and valve operators. The nature of job of the workmen is cleaning the Plant and building area, toilets, flooring, furniture etc. The valve operators are working in Combination Unit and in FRE of Operation Departments in 3 shifts and helpers are working in F.E.D., LEUand Omes Departments. These workmen are employed on contract basis by the 1st Party through various contractors and they have been working there for about 8 years continuously.

(5) 2nd Party (I) Union contends that 1st Party issues gate passes and identity cards to the employees to work in the said Refinery. It is also submitted by the 2nd Party (I) Union that, the work of sweeping, cleaning, dusting, valve operators and helpers is a permanent and perennial in nature and also is incidental to the main activities of the Corporation and is available through out the year.

(6) 2nd Party (I) Union submitted that, the Government of India considered these aspects and issued a notification dated 9th December, 1976 under Section 10 of the Control Labour (A & R) Act, 1970, thereby prohibiting the employment of Contract system in the process of cleaning, sweeping, dusting etc. of the building owned and occupied by the establishment of which the appropriate Government is the Central Government. It is not in dispute that, the present workmen are working in the premises owned and occupied by the 1st Party and the appropriate Government in respect of the 1st Party is the Central Government, hence the Notification dated 9-12-1976 was applicable to the 1st Party and it ought to have not employed contract labour for attending the job of sweeping, cleaning and dusting.

(7) 2nd Party (I) Union further submitted that, in the year 1993, the Central Government in pursuant to the order dated 22nd July, 1993 passed by the Hon'ble Bombay High Court in Writ Petition Nos. 1369 of 1993, 1370 of 93, 1372 of 93 and 1373 of 1993 constituted a committee consisting of 3 members to study the working of the contract labour system in the jobs/works performed by the employees in various categories in the concerned establishment of the 1st Party. The Committee after conducting detailed study made some recommendations

to the Central Advisory Board and the said recommendations proposed by the said Committee was accepted by the Central Government and in exercise of the powers vested in it under Sub-section (1) of Section 10 of the Contract Labour Application and Regulation Act, 1970 and after consultation with Central Advisory Board, issued a Notification dated 30th January, 1996 thereby advised to prohibit the employment of Contract Labour in the works mentioned in Schedule annexed thereto with effect from 1st March, 1996. 2nd Party (I) Union submitted that, the employment of contract labour for the job of housekeeping, valve operators and helpers is prohibited under the said Notification dated 30th January, 1996 and that, both the Notifications dated 9th December, 1976 and 30th January, 1996 are applicable to 1st Party.

(8) 2nd Party (I) Union submitted that, by virtue of the aforesaid notifications, 1st Party was not supposed to employ contract labour in process/job as set out thereunder. It is contended by the Union that, the jobs which these workmen perform and attend to is squarely covered under the said notifications and therefore the 1st Party is not supposed to employ the contract labour in their establishment for the work of sweeping, cleaning, maintenance who have been working there for last 8 years. Services of the concerned workmen are very much required by the 1st Party to run their Refinery therefore the workers involved in the reference be regularised.

(9) 2nd Party (I) Union submitted that, by virtue of the said Notifications workmen involved in the Reference became the regular and direct employees of the 1st party and they are entitled to get the status of the regular workers with all consequential benefits and privileges.

(10) 2nd Party (I) Union further submitted that, pursuant to the Notification dated 30th January, 1996 issued by the Union Government under Section 10 (1) of the Industrial Disputes Act, 1947 it filed Writ Petition No.367 of 1996 in the Hon'ble High Court at Bombay on behalf of 370 contract workers covered by the said Notification dated 30th January, 1996 for a declaration that, the said workmen were the regular employees of the 1st Party and the Learned Single Judge of the Hon'ble Bombay High Court vide its order dated 16th July, 1996 directed 1st Party to abolish the contract labour system in respect of the jobs covered by the said Notification dated 9th December, 1976 and 30th January, 1996 and absorb the said workers in their employment. 2nd Party Union submits that, being aggrieved by the said Order 1st Party filed Appeal being No.33 of 1998 which was admitted on 24th June, 1998 inter alia directing 1st Party to absorb 112 workmen as there was no dispute in respect of their work and in respect of remaining 263 workmen the Regional Labour Commissioner was directed to investigate the nature of work performed by the said 263 workmen and submit his report. 2nd Party (I) Union submits that, thereafter 1st Party took out Notice of Motion being N.M. No. 1940 of 1998 in their Appeal and the

said Notice of Motion was also disposed off vide order dated 6th July, 1999. 2nd Party (I) Union states that, the said two orders viz. dated 24th June, 1998 and 6th July, 1999 were challenged by the 1st Party in the Supreme Court under Civil Appeal No.3587 - 89 of 1999 and the same is pending before the Supreme Court.

(11) 2nd Party (I) Union submits that, inadvertently the names of the workers involved in the Reference remained to be included in the Exhibit "A" to the said Writ Petition No. 367 of 1996 and the present workmen are identically placed and similarly situated as to the workers in the Writ Petition No.367 of 1996 and they have been working continuously with the 1st Party for about last 10 years without any break.

(12) 2nd Party (I) Union further submits that, 1st Party has its own direct and regular employees who do the same and similar nature of work as being done by the present workers in their other establishments. However, the workers involved in the Reference are paid less wages than the wages, paid to the direct workers doing similar nature of work. As per Rule 25 (v) (a) these workmen are entitled to get same and similar wages and service conditions as paid to direct workers. 2nd Party (I) Union submits that, due to very low wages, these workers are having very hard life and though 1st Party is aware of their plight, they have not taken any steps in that direction.

(13) 2nd Party (I) Union further submits that, 1st Party is in the habit of changing the contractors periodically without disturbing the workers. The said procedure was adopted by the 1st Party in order to ensure that these workers should not claim regularisation. 2nd Party (I) Union submits that, the work of these workmen is supervised, controlled and administered by the 1st Party and therefore in all respects the workmen involved in the reference are the employees of the 1st party. The contractors used by the 1st Party are the dummy and sham Contractors. These contractors have no role to play at all. They come once or twice in a month for preparation of paper work and to collect cheques and except this they have no role to play.

(14) 2nd Party (I) Union further submits that, the only object of employing these workers on contract basis is to deny them their legitimate salary and other benefits as are being paid to regular employees of the 1st party though the concerned workmen are serving with the 1st Party for number of years. 2nd Party (I) Union submit that, the services of concerned workmen are very much necessary and the 1st Party could have absorbed them and made them permanent as their regular workers, there is therefore, no impediment in absorbing them as regular employees.

(15) 2nd Party (I) Union submits that, 1st Party instead of following fair and proper personnel policy has introduced system of engaging and employing these workmen under such devices that the statutory responsibility of the 1st Party regarding terms and

conditions of employment of these concerned workmen may be avoided and the concerned workmen may be subjected to exploitation by giving them service conditions which are inferior to the service conditions to the direct workmen of the 1st Party. The concerned workmen have been deprived of the basic human dignity and their rights and benefits to which they are entitled under various social and labour welfare legislation. 1st party has taken undue advantage of socially and economically backwardness of the workmen by engaging them through intermediate contractors or by other devices and that, on lifting the veil and looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangements, that the real employer of the workmen concerning the present dispute is 1st Party. 2nd Party (I) Union submits that, as the livelihood of these workmen solely and substantially depends upon the labour rendered by them to produce goods and services for the benefit and satisfaction of the 1st Party the absence of direct relationship or the present of dubious intermediates or the make-believe trapping of detachment cannot snap the real life bond and the liability of the 1st Party cannot be shaken off. 2nd Party (I) Union submitted that, the contract between the 1st Party and the so called contractors are sham and bogus and those are a mere camouflage to deprive the concerned employees of the benefits available to permanent workmen in the skilled category of 1st Party. 2nd Party (I) Union submits that, the workmen involved in the reference are entitled to be declared as permanent workmen in the skilled category of the 1st Party right from the dates of their joining the services and they are entitled to the wages and consequential benefits attached to the posts of permanent workmen employed in the skilled category of the 1st Party and the 2nd Party (I) Union therefore prayed to declaration that, the contracts between the 1st Party and the contractors is sham and bogus one and is a camouflage to deprive the workmen involved in the reference the benefits and service conditions which are available to permanent workmen of the 1st Party and that, the workmen involved in the reference are permanent/workmen in the skilled category of the 1st Party right from the date of their joining the service and for directions to 1st Party to pay the concerned workmen their wages, allowances etc. and grant other service conditions on the basis that these workmen are permanent workmen in the skilled category of the 1st Party with effect from the date of joining their services with interest thereon @ 18% per annum.

(16) This is disputed by the 1st Party by filing Written Statement at Exhibit 9, contending that, the Reference is invalid and not maintainable at law as in as such as there is no dispute existing or apprehended between the employer and workmen employed by the employer.

(17) 1st Party further submitted that, the General Employees Union which is espousing the cause of the employees referred in the Reference does not represent a single workman directly employed by the employer i.e. by 1st Party and in the absence of substantial number of directly employed workmen supporting this Reference, Reference is bad in law and is liable to be rejected. 1st Party further submitted that, the employees whose cause General Employees Association espouses in this Reference, are not workmen under the provisions of Section 2(s) of the Industrial Disputes Act, 1947 and as such the Reference is liable to be rejected in limini. It is contended by the 1st Party that, this Tribunal has no jurisdiction to entertain a dispute which is not an industrial dispute as defined under Section 2(k) of the Industrial Disputes Act, 1947 and as such the Reference is liable to be rejected for want of jurisdiction. 1st Party further contended that, the matter item which is referred to this Tribunal does not come in the purview of any of the matters set out in the third schedule of the Industrial Disputes Act, 1947. It is contended that, under subsection 4 of Section 10 of the Industrial Disputes Act, 1947 the Tribunal is required to adjudicate the matter which are referred to it and has to confine its jurisdiction to adjudicate on matters which are referred to it and has to confine its jurisdiction to the Reference made to it and decide upon the matters which are incidental thereto. 1st Party further contended that, the demand of the 2nd Party to regularize the Contractor's employees as direct employees is not within the purview of any of the subject contained in Schedule Second and Schedule Third of the Industrial Disputes Act, 1947 nor come within the purview of an Industrial Dispute to be adjudicated upon. As such the reference itself is bad and is liable to be rejected.

(18) It is further contended by the 1st Party that, the workmen involved in this Reference are not regular workmen as set out by the 2nd Party and 1st Party has no relationship of master and servant between the employees represented by the 2nd Party Union which is espousing the cause of the workmen involved in the Reference. It is also contended by the 1st Party that, the employees whose names are shown in Exhibit A to the Writ Petition No. 767 of 2002 have not been employees of the employer herein/1st Party and they have not been engaged for hire or award by the employer herein/1st Party and as such the 1st Party does not admit the correctness of several issues contained in the Writ Petition No. 767 of 2001.

(19) It is further contended by the 1st Party that, on 5th April, 2002, the Writ Petition No. 767 of 2001 was finally disposed off by the Hon'ble High Court with the order stated in para-4 of the Statement of Claim, however it is submitted by the 1st Party that these employees were not engaged by the 1st Party for any wages or otherwise but they were engaged by the respective

contractors who are licenced contractors under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and the choice of persons recruited is at the discretion and the decision of the contractors and the employer herein had no say or any supervision or control on the employees employed by the contractors. Contractors have been engaged for specific jobs and the 1st Party has no say in the choice of persons engaged by the contractor. 1st Party submitted that, in so far as the employment of any regular employee is concerned, the employer is governed by its own rules and regulations and the 1st Party being a public sector undertaking is a 'state' under Article 112 of the Constitution of India and as such is bound to recruit people having due regard to the rules and regulations and the directions of the Central Government in this regard.

(20) It is further contended by the 1st Party that, it is a Government of India undertaking coming within the purview and administrative control of Ministry of Petroleum and Natural Gas. It is engaged in refining of crude oil in its refineries at Mumbai and Vizag and in marketing of petroleum products throughout India. It is stated that, the refinery sources crude from Bombay High Fields of ONGC and gulf countries. The present refining capacity of Mumbai Refinery is around 5.5 mmt of crude oil p. m. It is contended that, in the performance of its functions, the refinery has to engage apart from regular workmen, a number of contractors for specific jobs and accordingly certain number of contractors are always engaged for certain projects and other jobs which are not performed by the regular workmen. 1st Party further stated that, the refinery has about 540 officers and about 1230 regular workmen to carry out regular operations, maintenance, technical projects, engineering, financial and administration activities including canteen. The Security is provided by Central Industrial Security Force. It is contended by the 1st Party that, all regular jobs are carried out by its regular workmen and in fact upto 10 mmt capacity the required manpower is around 550 workmen only as per national and international standards. It is stated that, against such norm, Mumbai Refinery engages around 1770 employees with surpluses of manpower. One of the causative factor of surplus manpower in any public sector undertaking are the number of project affected persons and the undertaking given by the Government while acquiring the property for the purpose of putting up its industry. It is stated that, 1st Party obliged to award certain job contracts to the contractors through tender system for execution of project jobs such as horticulture, grass cutting, tree pruning, repair and cleaning of drainage and repair and cleaning of roads, maintenance of flower plants, loading and transportation of crude from refinery, breakdown maintenance job, construction of building, repairing of compound walls, roads, pavements etc. It is submitted by the 1st Party that, since the area occupied by the

Refinery is about 350 acres of land it becomes necessary to engage contractors for performance of jobs not connected with the regular and continuous work in the refinery. Apart from the above 1st Party cannot recruit as direct employees beyond the sanctioned strength. 1st Party contended that, the contractors engaged by it are not dubious contractors nor are they engaged for the work of sweeping, cleaning and dusting etc. and if ever sweeping and cleaning work is carried out by any person, it was incidental work.

(21) 1st Party further contended that, the Industry of Refinery which is carrying on at Mahul is an essential service besides it is a high risk zone and at present it is declared as Red Alert area. It is submitted that, looking into the nature of industry, the ingress and egress of people coming to the Refinery are regulated, controlled and supervised. As the Contractors are authorised to perform the jobs entrusted to them by the 1st Party the employees engaged by them for the purpose of identity they are provided with the identity card and they were given passes for entry. 1st Party states that, it has its own recruited workmen for the purpose of sweeping and cleaning and the contractor has not been given the entire exclusive right of cleaning and sweeping and dusting the property of the 1st Party and that, the work carried on by the labourers engaged by the contractors are independent jobs not connected with the manufacturing activities of the 1st party.

(22) 1st Party further contended that, the Notification of the Government of India, referred by the 2nd Party have been struck down and are not applicable to the 1st Party hence 1st Party does want to comment upon the same.

(23) 1st Party submitted that, since the matters are pending in the Supreme Court of India, it does want to comment upon the same. However, it is submitted by the 1st Party that, in so far as the direct labour is concerned, it is now governed by the decision of Constitutional Bench of Supreme Court of India in the matter of SAIL and as such all proceedings will have to be dealt with only in accordance with the directions laid down in the said judgment. However, in the event 2nd Party having taken up the issue of direct labour without there being any backing of any member of workmen directly employed by the employer, the Reference cannot be dealt by this Hon'ble Tribunal on the basis, as if it is a dispute between the workmen and the employer.

(24) 1st Party reiterated that, employees whose names were included in Exhibit "A" to the Writ Petition No.767 of 2001 were not the workmen of the 1st Party. 1st Party has not engaged the services of any of these workmen and they are employed by the Contractor and they have not been engaged by the Contractor through the advice or direction of the 1st Party. In fact 1st Party entrusted the job contracts to the Contractors and the

said contract is entrusted to the respective Contractors under the provisions of Contract Regulation and Abolition Act, 1970 and the 1st Party has no say in the selection and recruitment of the persons employed by the Contractor. In fact it is left to the discretion and judgment of the Contractor to chose the person whom he wants to recruit. 1st Party is disabled from recruiting any employee whoever applies for a job. 1st Party has to follow recruitment rules, reservation policy in selection of any employee. 1st Party states that, it is possible that, these workmen have been working continuously with the respective Contractors but they have never been advised or directed by the 1st Party to absorb them by successive contractor.

(25) It is further contended by the 1st Party that, it has its own direct and regular employees who are designated to carry out the work entrusted to them and the work performed by the regular employees are in no way connected with the work performed by the Contractors' employees nor the Contractors' employees were engaged to supplement the work of the direct employees nor the work performed by the Contractors' employees overlap with the work of the regular employees. The regular employees and the Contractors' employees do not perform the work together complementing each other. It is submitted that the Contractors has to pay the workers engaged by him directly and the Contractor is not obliged to pay the same wages and the benefits payable to the direct workers but being the principal employer, the employer monitors the contractors to see that, the workmen engaged by the Contractor were not paid less than prescribed minimum wages and other statutory benefits.

(26) 1st Party submits that, it is true that, upon the expiry of the tenure of the Contractual Agreement, the Contractors are changed. 1st Party does not interfere in recruitment of workers by the succeeding Contractor but it learnt from the incoming Contractor that, at the time he continues to employ the same workers on terms and conditions not less favourable than what it was while they were in the services with the outgoing Contractor. It is contended that perhaps the continuity of services is given by the new Contractor with the understanding reached with the outgoing Contractor who does not have to pay compensation to the workmen employed by him if he has been engaged by the succeeding Contractor. It is contended that, it is totally incorrect to allege that 1st Party is in the habit of changing the Contractor without disturbing the workers as alleged or at all. In fact 1st Party is concerned with the performance of the job entrusted to the Contractor but not the workmen engaged by him. It is submitted by the 1st Party that, it is incorrect to allege that, 1st Party at any time supervise or controls the services of the employees engaged by the Contractor as employer/1st Party is only interested in seeing that

the job entrusted to the Contractor is fulfilled by the Contractor any time as required by the principal Employer. 1st Party also denied that, the Contractor engaged by the Employer has been sham or dummy Contractor as alleged or at all.

(27) It is also denied by the 1st Party that, the contract given to the various Contractors is to deny the concerned workmen engaged by them the benefits of the regular employees. It is contended by the 1st Party that, it has been engaging Contract Labour for years right from the inception of the predecessor Company and 1st Party has not engaged the Contract Labour in order to take undue advantage of social and economical backwardness of workers as alleged. It is further submitted by the 1st Party that, in fact as aforesaid the Contract Labour is need as the activities of the 1st Party is so spread out and enormous and it becomes necessary to entrust certain jobs which has no nexus with the manufacturing activities to give those jobs on contract so that 1st Party is only concerned about the end achievement of the jobs entrusted to the Contractors and do not have to monitor jobs thus diverting their attention from the manufacturing activities.

(28) 1st Party further contended that, it has not engaged the Contract Labour through the device of Contractors in order to treat them as under-privileged vis-a-vis the direct employees. It has engaged the Contractors for the performance of certain jobs and it is immaterial for 1st Party, the number of persons whom the Contractor engaged for the completion of the job entrusted to him. It is contended that, the workmen who are involved in the present reference being not the direct employees nor belong to temporary, casual or badli categories and they are not entitled for permanency and regularization of their employment with the 1st Party. It is submitted that, the Reference is not in relation to dispute between the regular employees of 1st Party and the Employer/1st Party and as such these employees involved in the reference are not entitled for any benefits as prayed for and the reference is liable to be rejected.

(29) 2nd Party (I) Union filed Rejoinder at Exhibit 17 submitting that, the workmen involved in the reference are workmen of the 1st Party within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 as the contract arrangement between the Management and the contractor is sham and bogus and the concerned workmen are entitled to the reliefs as prayed.

(30) Bharatiya Kamgar Karamchari Mahasangh made an application at Exhibit 44 for impleading it as a Party in the Reference, stating and contending that, as many as 18 concerned workmen with this reference have become the members of its Union by resigning from the membership of the General Employees Association. It is contended by the Applicant-Union that, these 18 concerned workmen do not desire that henceforth they

should be represented by the 2nd party (I) Union or by any other Union except the Applicant-Union. It is contended by the Applicant-Union that as these concerned workmen are directly and distinctly related to the subject matter involved in the reference and as they have become its members the Applicant-Union, has become a necessary party to the present reference for effectively representing the concerned workmen in this reference. It is submitted by the Applicant-Union that, these concerned workmen apprehends bona fide that, will not be properly represented by erstwhile Union i.e. General-Employees Association and their interest is likely to be jeopardized by the 2nd party because they have resigned from the membership of the said Union and have become the members of the Applicant-Union.

(31) It is contended by the Applicant-Union that, any order or decision that may be passed in this proceeding will affect the interest of these concerned 18 workmen as they have become the members of the Applicant-Union it is necessary that the said representative Union i.e. BKKM be given an opportunity of being heard in this proceeding and unless otherwise the Applicant-Union is impleaded as necessary party to represent the concerned 18 workmen and unless otherwise the copies of all necessary papers are supplied to it, it will not be possible for this Union to protect the interest of its members who are already concerned with this reference. Therefore, it is necessary that Applicant-Union be impleaded as necessary party and if the application is not allowed and the Applicant-Union is not impleaded as necessary party then, the concerned 18 workmen will suffer irreparable loss and damages. Their service will be at stake. On the contrary the General Employees Association and the management of HPCL will not suffer in any manner by impleading the Applicant-Union as necessary party. The balance of convenience lies in favour of the Applicant-Union. Therefore, Applicant-Union prayed that, it be impleaded as necessary party and for directions to supply it copies of all papers.

(32) This prayer was objected by 1st Party by filing Say at Exhibit 46 stating that, this Tribunal has no power to allow stranger Union as necessary party. It is also contended by the 1st Party that, this Reference came at the instance of 2nd Party (I) Union who is already impleaded as a party in the reference and the workers were represented by the said Union. It is further contended by the 1st Party that, the Appropriate Government has made reference by considering all this situation. The Applicant-Union (BKKM) is not competent to espouse the cause of the concerned workmen and was not in existence at the time of the dispute which was decided to send by the Central Government to the said authority. Since Applicant-Union (BKKM) has no locus standi, it cannot be made necessary party and application filed by it be rejected.

(33) Second Party Union who is involved in this reference by filing reply at Exhibit 45 has also opposed this application stating that, reason given by Applicant-Union to implead it as a necessary party is baseless and without any ground. It denied that, workers in the Reference are the members of the Applicant-Union. It is also contended by the 2nd Party that, even at present this Union-2nd Party represents numbers of workers and 2nd Party-Union has authority to proceed with the Reference.

(34) After hearing the concerned parties by order dated 21-2-2007 application was disposed of with observations that, Applicant-Union (BKKM) cannot be necessary party but only it can represent its workers involved in the reference and may file Statement of Claim on behalf of workers and attend on the date given for further stage.

(35) As per the order passed on the above Application of the Applicant-Union i.e. Bharatiya Kamgar Karmachari Mahasangh (which shall be called hereinafter as "BKKM"), filed Statement of Claim, at Exhibit 48, in respect of the workers, as per Annexure "A" annexed to it, involved in the Reference contending and stating that, the concerned workmen in this reference were the members of erstwhile Union viz. General Employees Association. However, they have resigned from the membership of the said 2nd Party (I) Union sometime in the month of January, 2005 and became the members of this Union i.e. BKKM and necessary intimation in this regard has been given to the 1st Party and to the erstwhile Union from time to time. It is contended by BKKM that, the concerned workmen are in the employment of HPCL since last about 20 years and that, they have been assigned permanent and perennial nature of work in HPCL Refinery by the managerial personnel of the 1st Party. It is stated that, they are obeying all their directions and performing their work, accordingly, as assigned to them from time to time by officers of the 1st Party. Their work is supervised and controlled by the officers of the 1st Party. They are answerable for their work to the 1st Party directly and distinctly for all purposes in the eye of law. There is a relationship in between these workmen and the 1st Party that of 'employer' and 'employee'. It is submitted by the BKKS that, however, some bogus, sham and concocted arrangements have been made in between the 1st Party and the alleged contractor to show that, the workmen involved in the Reference are that of contractor's. It is further submitted by the BKKM that, many alleged contractors have been changed in last 20 years but the set of concerned workmen have been continued in service.

(36) It is further submitted by the Union that, though all these concerned workmen are performing permanent and perennial nature of work alongwith the permanent employees of the 1st Party there are vast

differences in the terms and conditions of service vis-a-vis in salary of these concerned workmen and that of the permanent. These concerned workmen are not given any kind of statutory benefits such as CL PL, SL and even there is vast difference in the salary structure and allowances in between the two. It is submitted by the BKKM Union that, total salary payable to these concerned workman is hardly Rs. 3500 to Rs. 4000 per month whereas for the same and similar kind of work the permanent employees of the 1st Party are paid near about Rs. 20,000 and above.

(37) BKKM Union further submitted that; it entered into a protracted correspondence with the 1st Party since 2005 and requested it to enhance or atleast to minimize this disparity in monthly wages and other terms and conditions of service in between the permanent employees on the one hand and these alleged contract labourers but 1st Party avoided to take appropriate steps in the matter and it also submitted its Charter of demands for and on behalf of its members to the 1st Party vide its letter dated 5-10-2005 with a request for amicable settlement after discussions and negotiations but no meetings have been arranged by the 1st Party.

(38) BKKM Union further submitted that, the erstwhile Union also submitted its Charter of demands and the Government of India, Ministry of Labour, New Delhi by its order No. L-30011/54/2001-IR(M) referred the dispute of Charter of demands for adjudication to this Tribunal for adjudication:

"Whether the Charter of demands raised by the General Employees Association vide their letter dated 22-01-2001 against the Management of HPCL justified. If so, to what relief the concerned workmen are entitled ?"

and it gave rise to Reference No. CGIT-2/128 of 2002. It is also submitted by the BKKM Union that, the present Reference has arisen by virtue of the order passed by the Hon'ble High Court on 5-4-2002 in Writ Petition No.767 of 2001 filed by the 2nd Party Union and the Appropriate Government was directed to make a reference of the following demands to the Tribunal for adjudication:

(i) Whether the contract between Hindustan Petroleum Corporation Ltd., (HPCL) and the existing contractor/s is a sham and bogus one and is a camouflage to deprive the concerned employees represented by the petitioner herein of benefits available to permanent workmen of HPCL?

(ii) Whether the workmen represented by the petitioner employed by HPCL through the Contractors should be declared as permanent workmen of HPCL?

(iii) What are the wages and consequential benefits to be paid to the concerned employees?

BKKM Union submitted that, the Charter of demands was in respect of the fixation of pay scales. Dearness Allowance, Conveyance, Travel and washing allowance, leave, sick leave, Uniform, bonus, coverage under PF Act and ESI Act,

(39) It is submitted by the BKKM Union that, it is not new for the labour judiciary to deal with such issues and in many matters the demands of the contract labours have been accepted and the Management has been directed not to make discrimination in two sets of workmen regardless of merits.

(40) So it is prayed by the BKKM Union that, Award be passed revising the terms and conditions of service of the workmen as prayed in COD.

(41) It is submitted by the BKKM Union that, the existing concerned workmen, who are its members, are in the employment of 1st Party since last more than 20 years continuously, uninterruptedly and peacefully, however they have been branded as a manpower supply or contract labour by the 1st Party. It is submitted by the BKKM Union that, allegedly some documents have been executed in between the alleged contractor and the 1st Party but it has not seen the same so far and the same have been filed in the Court. It is submitted by the BKKM Union that, the said documents must be bogus, sham, concocted, fraudulent and inadmissible in evidence. It is submitted by the BKKM Union that, the same must have been prepared to avoid the statutory liability to give permanency benefits to these workmen and to deprive them of their legitimate rights of equal work equal pay at par with the permanent employees of the 1st Party.

(42) It is submitted by the BKKM Union that, many alleged contractors have come and gone in last 20 years but the concerned workmen involved in the Reference have been continued in service. Had these concerned workmen been the employees of somebody else, their services would have been terminated at the time of changing the contractor and or terminating the earlier alleged contracts with the contractors. It is submitted by the BKKM Union that, the 1st Party is well aware that, these concerned workmen have been employed for permanent and perennial nature of work e.g. Valve operation, machine operations, maintenance of machines, helpers, welding, building maintenance, garden maintenance of FR and LR, Sweeper, House Keeping of the plant and mechanical shop. It is submitted by the Applicant-Union that, the Director General, Labour Welfare, Joint Secretary to the Government of India, has issued Notification dated 30-1-1996 and prohibited the employment of contract labour in the work specified in the schedule annexed thereto in some establishments of 1st Party w.e.f. 1-3-1996. It is submitted by the BKKM Union that, accordingly the jobs of cleaning, sweeping and dusting, valve operators, welders, fitters, turners,

helpers etc. etc. have been included in the schedule where the 1st Party has been prohibited to employ contract labour.

(43) It is submitted by the BKKM Union that, the Hon'ble High Court in Writ Petition No. 767 of 2001 vide its order dated 9-11-2001 has clarified that, the Dy. Chief Labour Commissioner © to investigate the claim of the concerned workmen involved therein and the nature of work carried out by them and whether they are covered by the above said notification issued by the Central Government under the Act of 1970, dated 9-12-1976 and 30-1-1996. It is submitted by the BKKM Union that, these concerned workmen are working under the supervision and control of the personnel of the 1st Party and the alleged contractors never gives any directions about the work to be carried on by the workmen neither the contractor nor his representative ever remain present to give any instructions when these workmen are actually working at various locations.

(44) It is submitted by the BKKM Union that, taking into consideration that the process, operation and other work carried on by these workmen is incidental to, or necessary for the industry, trade, business, manufacture or occupation i.e. carried on by the HPCL it is clear that the alleged contract is bogus, sham and fraudulent one and the work carried out by these concerned workmen is of a permanent nature. It is submitted by the BKKM Union that, it is sufficient duration till the 1st Party is involved in the same kind of business, the same work is done by the regular permanent employees in the establishment or any other establishment similar thereto. It is submitted by the BKKM Union that, it is very much essential to employ considerable number of whole time regular workmen. The appropriate Government has taken decision about various kinds of work which the alleged contract labour use to perform and have come to final conclusion that it is of a permanent nature. It is submitted by the BKKM that, therefore, the notification about abolishing the contract labour in some such areas have been issued, contract labours are prohibited there.

(45) It is submitted by the BKKM Union that, taking into consideration the various attending circumstances such as (i) These workmen are in service of the 1st Party since last more than 20 years (ii) they are performing permanent, perennial nature of work, (iii) the work is continuously available and without performing the same one, the manufacturing activities or the process work of the 1st Party cannot be competed (iv) the work which these workmen are doing since last many years is necessary for the industry, (v) the same kind of work is also performed by the regular workmen in the establishment, (vi) this kind of work is also performed by other establishments similar to that of HPCL through regular and permanent workmen (vii) the HPCL is in need of additional man force in a regular

manner on its role because in last 20 years these workmen are associated though as alleged contract labour, it means it has to employ considerable number of regular workmen on its own role.

(46) It is further submitted by the BKKM Union that, it is necessary to declare these workmen as permanent workmen of HPCL because otherwise it will amount to giving a premium for the dishonesty of the 1st Party to employ and continue alleged contract labour for doing permanent and regular nature of work and to deprive these workmen of permanency benefits, such implied permission cannot be granted by the Court because justice has to be done and it must appear to have been done to the poor workmen and exploitation of poor workmen has to be checked and controlled and that is possible only by passing appropriate orders by this Court.

(47) It is further submitted by the BKKM Union that, it cannot be justified in any manner whatsoever that, the workmen working for 20 years should be deprived of permanency benefits, he should not be given a statutory leave and or he should be paid a meagre amount of Rs. 3000 to 4000 per month after 20 years of his service and that too for the same nature of which is performed by the regular workmen by receiving Rs. 20,000 to 30,000 per month with all other facilities e.g. leave, traveling allowance, medical allowance, medical facilities, revision of wage scales every after three years, huge salary, canteen facilities, short loans, long loans, housing loan etc. It is further submitted by the BKKM Union that, why the children of these alleged contract workmen and his family members shall suffer measurable life when the next door adjacent regular employee of the same company, same department is living in a very luxurious life in the huge salary received by him from the company only because he is regular employee. Why the two set of workmen performing same kind of work shall not be treated at par with each other. One can understand this distinction is made by the Company for the first one or two years but it should not be tolerated and continued thereafter. It is further submitted by the BKKM Union that, here the big corporate office of number one status in the nation is exploiting the workmen since last 20 years continuously. It is therefore, prayed by the BKKM Union that, it should be declared that, the workmen represented by this it through the alleged contractor/s as permanent workmen of 1st Party and they shall be paid all consequential benefits of permanency with retrospective effect i.e. since the date they have completed continuous, uninterrupted and peaceful of 240 days. It is prayed by the BKKM Union that, in the alternative all consequential benefits at par with the permanent employees be granted atleast w.e.f. the date when the High Court passed on order, on 5-4-2002 in Writ Petition No. 767 of 2001.

(48) This is disputed by the 1st Party by filing written statement at Exhibit 49 stating and contending that, it is a

Government of India Undertaking under the Administrative Jurisdiction of Ministry of Petroleum and Natural Gas and it is in the business of Refining and Distribution of Petroleum products. It is contended that, it has got 2 Refineries at Mumbai and Visakhapatnam, 4 Zonal Offices, Terminals, Regional Offices, LPG Plants, Depot's and TOP's spread all over India. It is submitted by the 1st Party that, the Reference is not maintainable at law in as much as there is no dispute existing or apprehended between the 1st Party and the concerned workmen and that, the Bharatiya Kamgar Karamchari Mahasangh Union is espousing the cause of the contract workers referred to in the Reference and not espoused and supported by workmen directly employed by the 1st Party and thus the Reference pending before this Tribunal is bad in law and is liable to be rejected. It is contended by the 1st Party that, the Bharatiya Kamgar Karamchari Mahasangh which is espousing the cause of the contract workmen in this reference has no representative character to pursue the Reference in as much as they have hardly few directly employed persons as their members in the Refinery, hence for want of substantive support of the workmen employed in the refinery the said Union has no capacity to pursue the Reference.

(49) It is further contended by the 1st Party that, the reference made by the Central Government in respect of the concerned workmen engaged by the Contractors to this Tribunal is opposed in law in as much as in the matter of Steel Authority of India Ltd., the Constitution Bench has declared and laid down the law regarding the absorption and regularization of contract labour. In the said matter Apex Court has held that, unless the Appropriate Government abolishes the contract labour under Section 10 of Contract Labour (Regulation & Abolition) Act, the workman engaged by contractor cannot seek reference to the Tribunal for adjudication. It is submitted by the 1st Party that, in the instant case the contract labour has not been abolished under Section 10 of the Contract Labour (Regulation & Abolition) Act, and direct reference made by the Central Government to this Tribunal is wholly erroneous and is opposed to the law laid down by the Apex Court in the matter of Steel Authority of India Ltd. (2001 3 CLR page 349) hence the Reference is liable to be rejected.

(50) It is contended by the 1st Party that, the concerned workmen are not regular workmen as set out by the BKKM-Union and 1st Party has no relationship of master and servant between the 'workmen' represented by the BKKM which is espousing the cause in the present Reference.

(51) It is contended by the 1st Party that, the concerned workmen might have changed their Union and joined BKKM but the workmen whose names are shown in Annexure "A" to the statement of claim have not been workmen of the 1st Party and they have not been engaged for hire or award by the 1st Party and as such 1st Party

does not admit the correctness of several issues contained in the Statement of Claim of BKKM. 1st Party further denied that, the concerned workmen were engaged since last 20 years and are engaged in perennial nature of jobs under the supervision and control of 1st Party. It is contended by the 1st Party that, the concerned workmen are contract workers and there is no 'employer' and 'employee' or 'master' and 'servant' relationship existed with 1st Party. It is contended by the 1st Party that, it awarded contracts to the different successful contractors over a period of 20 years depending upon the lowest bid of the contractor to carry out different jobs of 1st Party as per Contract Labour (R&A) Act, 1970 and the contractors have been engaging the contract workmen with an understanding among the outgoing and incoming contractors and 1st Party does not have any control or supervision over contract workmen and the statement of claim is fabricated, motivated, false, perverses, erred and not maintainable in the eyes of law.

(52) It is further contended by the 1st Party that, the concerned workmen were not employed by it directly for wages or otherwise but they were engaged by their respective Contractors who are licenced contractors under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. 1st Party invites public tenders to carry out its certain time bound project jobs as per its contracts and purchase procedure. The eligible licenced contractors apply as per terms and conditions specified in the job schedule and submit their applications for open bidding and as per Contract Committee's recommendations the job is awarded to the lowest bidding party to carry out the specified jobs. The choice of the workmen to be engaged is at the discretion and decision of the contractors. 1st Party has no say in the matter. It is contended by the 1st Party that, the supervision or control on the contract workmen employed by the contractor is totally that of the contractor. The concerned workmen have been engaged by the contractor who is awarded the job of House keeping, gardening and other jobs at the Refinery. It is contended by the 1st Party that, the contractors have been engaged for specific jobs and 1st Party has no master and servant relationship with the workmen engaged by the contractor. 1st Party neither control nor supervise the contractor's workmen. It is contended by the 1st Party that, in so far as the employment of any regular employee is concerned, is governed by its own recruitment rules and regulations. It is contended by the 1st Party that, it being a public sector undertaking is state under Article 12 of the Constitution of India and as such is bound to recruit people having fulfilled the rules, regulations and the directions of the Central Government in this regard. It engages its own workmen as per its recruitment policy and as per statutory compliance i.e. through Compulsory Notification to Employment Exchange Act. The persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation)

Act, 1995 and Public Notification as per Art. 18 & 16 of Constitution of India offering equal opportunity to the People of India who are fulfilling the qualifications, age, reservation and experience etc. as per Presidential Directives. All vacancies are compulsorily notified to the Employment Exchange and open public advertisement for compliance of reservation policy for various categories like SC/ST/OBC etc. Thus the claim of the workers under reference, claiming salary and leave benefits along with permanent workers is to look out by their employer (Contractor) but not by the 1st Party. It is contended by the 1st Party that, claiming employment from back door entry with the 1st Party is against the policy, rules, procedure, reservation and directions of the Government of India. 1st Party being the Public Sector Corporation is bound to follow Government directions in its recruitment and any entry through back door recruitment is violation of recruitment policy and will greatly prejudice the rights of public.

(53) It is contended by the 1st Party that, the service conditions, fixation of pay scales, dearness allowance, HRA, conveyance, traveling, washing allowance, leave, uniform, charter of demands etc. are the terms and conditions of employment between the contractors and their workmen. 1st Party is neither an 'employer' nor a 'master' to the contract workmen and no jurisdiction to look into the terms and conditions of contract workmen employed by the contractor. It is contended by the 1st Party that, it ensures applicable statutory compliances, payment of bonus, PF, ESI, Minimum wages etc. to the contract workmen as a principal employer. It is contended by the 1st Party that, thus the statement of claim submitted by BKKM is false, malicious, biased; to mislead this Tribunal, it therefore, prayed that, the same be rejected.

(54) 1st Party denied that, the contracts between HPCL and contractors is sham, bogus and camouflage to deprive the benefits of contract workmen. It is contended by the 1st Party that, the Contractors are authorized through Annual Purchase Orders to carry out the jobs entrusted to them who are having valid Labour Licence as per Contract Labour (R & A) Act, 1970. It further denied that, the concerned contract workmen are working with HPCL since last 20 years, they may be working with different contractors under different terms and conditions best suited to each others as there is a mutual understanding between the outgoing and incoming contractors to continue the same workmen employed by them for their own administrative and other reasons best known to each other contractors. 1st Party also denied that, the purchase orders are sham and bogus, concocted, fraudulent and fabricated etc. 1st Party placed contracts on contractors as per its purchase procedure. The Contractors had engaged their own workers and 1st Party has nothing to do with the workers employed by the Contractors as it does not have any control over them nor any 'master' and 'servant' relationship exist between the

concerned workmen and the job is not perennial in nature.

(55) It is contended by the 1st Party that, the concerned workmen involved in the Reference are not working with it since last 20 years and that, these workmen were not engaged by it for any wages or otherwise but they were engaged by their respective Contractors who are licenced contractors under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. It is contended by the 1st Party that, it invites public tenders to carry out its certain time bound jobs as per the Purchase Procedure. It is contended by the 1st Party that, the eligible contractors apply as per terms and conditions specified in the job schedule and submit their applications for bidding and as per contract committee recommendations, the job is awarded to the lowest bidding party to carry out the special job. The choice of the workmen engaged is at the discretion and the decision of the contractors and it has no say in the matter. It is contended by the 1st Party that, the supervision or control on the contract workmen employed by the contractor is totally that of the contractor. The concerned workmen are engaged by the Contractor who is awarded the job. It is submitted by the 1st Party that, the contractors have been engaged for specific jobs and it has no master and servant relationship with the workmen engaged by the contractor. It is contended by the 1st Party that, it neither control nor supervise the contractor's workmen. The work has been entrusted to contractors as per Purchase Order terms and conditions. 1st Party, therefore, denied the manipulation of papers for continuous of work as alleged by BKKM.

(56) It is contended by the 1st Party that, the workers are continuing merely because of status quo order dated 12-8-2002 passed by the Hon'ble Bombay High Court. 1st Party denied the allegations made by BKKM and the matter in Writ Petition No. 767 of 2001 was referred to the CGIT by Hon'ble Bombay High Court vide its order dated 5-4-2002 considering the Steel Authority of India case declared by Hon'ble Supreme Court of India. It is contended by the 1st Party that, the jobs are not perennial in nature. These jobs are carried out by Contractors based on 1st Party's purchase order placed on contractors and Contractor is supervising the job. 1st Party doesn't intervene with the contract workmen in any supervisory capacity and the concerned workers are not directly reporting to the 1st Party nor engaged by it.

(57) It is contended by the 1st Party that, the decision of the Apex Court in the matter of SAIL case proceedings will have to be dealt with only in accordance with the directions laid down in the said judgment. It is contended by the 1st Party that, the workers whose names were included in Exhibit A to the said Writ Petition No. 767 of 2001 were not the workmen of the 1st Party. In fact 1st Party has not engaged the services of any of these workmen and they are employed by the Contractor and they have not been engaged by the contractor through the advice or direction of the 1st Party. In fact 1st Party entrusted the job

to the contractor as per the provisions of Contract Labour Regulation and Abolition Act, 1970 and 1st Party has no say in the selection and recruitment of the workers engaged by the Contractor and the Contractor is free to choose the workers whom he wants to engage. 1st Party is disabled from engaging any worker whosoever applies for a job. 1st Party has to follow Recruitment Rules, Reservation Policy in selection of any employee. 1st Party states that, it is possible that these workers have been working continuously with respective Contractors but have never been advised or directed by 1st Party to absorb them by successive Contractor.

(58) It is contended by the 1st Party that, upon the expiry of the tenure of the Contractual Agreement, the Contractors are changed. 1st Party doesn't interfere in engagement of workers by the succeeding Contractor but the 1st Party has learnt from the incoming Contractor that at the time he continues to engage the same workers on terms and conditions not less favourable than what it was while they were in the services with the outgoing contractor. Perhaps the continuity of services is given by the new Contractor with the understanding reached with the outgoing Contractor who does not have to pay Compensation to the workmen engaged by him if he has been engaged by the succeeding Contractor. It is submitted that, it is totally incorrect to allege that, 1st Party is in the habit of changing the Contractor without disturbing the workers as alleged or at all. In fact, 1st Party is concerned with the performance of the job entrusted to the Contractor but not to the workmen engaged by him. It is submitted that, in the present case the concerned workmen are continuing in view of the status quo order dated 12-8-2002. It is contended by the 1st Party that, it doesn't supervise or control the services of the workers engaged by the Contractor. 1st Party is only interested in seeing that, the job entrusted to the Contractor is fulfilled by the Contractor as per the scope and specifications of the job. 1st party denied that, the Contractor engaged by it is sham and bogus as alleged.

(59) It is contended by the 1st Party that, it has not been engaging Contract Labour for last 20 years. It is contended by the 1st Party that, it has not engaged the Contract labour in order to take undue advantage of Social and Economical and Backwardness of workers as alleged. The aforesaid contract labour is needed as the activities of the 1st Party is so spread out and enormous and it becomes necessary to entrust certain jobs which has no nexus with the manufacturing/core activities to give those jobs on contract so that, the 1st Party is only concerned about the end achievement of the jobs entrusted to the Contractors and do not have to monitor jobs thus diverging their attention from the manufacturing activities.

(60) It is contended by the 1st Party that ; it has not engaged the Contract Labour through device of Contractors in order to treat them as under privileged

vis-a-vis the direct workers. 1st Party has engaged the Contractor for the performance of certain jobs and it is immaterial for 1st party, the persons whom the contractor engages for the completion of the job entrusted to him. It is contended by the 1st Party that, the workers who are concerned in the reference being not the direct employees nor belong to Temporary, casual or badli category and they are not entitled for permanency and regularization of their employment with the 1st party. It is contended by the 1st Party that, the Reference is not in relation to dispute between the regular employees and the 1st Party and as such these employees are not entitled for any benefits as prayed for and the reference be rejected .

(61) BKKK filed rejoinder at Exhibit 50 reiterating the same thing what it has stated in its Statement of claim filed at Exhibit 48 and contending that, the Industrial Dispute exists there as defined under Section 2(k) of the Industrial Disputes Act, 1947 since 1st Party is the principal employer in respect of the concerned workmen and a duty is cast upon 1st Party to ensure that all statutory provisions in regard to the employment of the workmen working with it are complied with.

(62) In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 16 which I answer as under:

ISSUES	FINDINGS
1. Whether the workers under Reference are workmen under Section 2(s) of the Industrial Disputes Act?	Yes
2. Whether the reference is not Maintainable under section 2(k) of the Industrial Disputes Act as averred in Written Statement para 4? No	
3. Whether employer employee relationship exists between Management-company and the workers under reference?	Yes
4. Whether the contract between Hindustan Petroleum Corporation Ltd., and the contractor/s is a sham and bogus one and is a camouflage to deprive the concerned workers from benefit available to permanent workmen of Company?	Yes
5. Whether the concerned workers employed by HPCL through the contractors are entitled to be declared as permanent workmen of the company?	Yes

6. What relief the concerned Workers in respect of wages and monetary benefits are entitled to?

At par with permanent Employees working with 1st Party on the same post.

7. Whether charter of demand dated 22-1-2001 raised by Bharatiya Kamgar, Karamchari Mahasangh is justified?

Does not arise.

REASONS:

ISSUES NOS. 1 & 3 :

(63) The case of the 2nd Party (I) i.e. of General Secretary, of General Employees Association (which will be hereinafter as "Association") and the case of the new added employees represented by General Secretary, Bharatiya Kamgar Karamchari Mahasangh (which will be hereinafter referred to as "BKKM") i.e. 2nd Party is that, employees involved in the reference are working with the 1st Party in different capacities for last 10 to 20 years. They are working continuously and doing the work of sweeping, cleaning the Plant and dusting of building area, toilets, flooring, furniture etc. which they have been assigned. The said work is of permanent and perennial nature of the 1st party. It is stated that contract workers and permanent workers are employed by the Management in various process at various jobs and including the house keeping, sweeping, cleaning and dusting in the said Refinery. 1st Party is the Refinery engaged in the activities of refining the crude oil and marketing of petroleum products and distributing the petroleum products. It runs its own Refinery and various Plants and Terminals at various places and one of such Refinery is at Mahul. Said Plant is spread over more than 100 acres of land. Besides 2000 permanent employees, 1st Party Hindustan Petroleum Corporation i.e. HPCL (which will be hereinafter referred to as "HPCL") has also employed contract workers on the various process jobs and works including job of house keeping. The stand of both these 2nd Parties is that, these employees work on the post of Sweepers, Valve Operators and on the post of Labours in the establishment of the HPCL through various dubious contractors. Some of them are engaged in work of sweeping, cleaning and dusting of the building and Plant in the Refinery which is owned and occupied by the 1st Party.

(64) According to these both the Unions Management require large number of permanent workers at its Refinery at Mahul. The work carried out at Mahul Refinery is of permanent and perennial nature. The workers whose names are enlisted at Exhibit 'A' to the Petition were engaged in the work of sweeping, cleaning and dusting of the building premises which are owned and occupied by the 1st Party. The nature of job of the workmen is cleaning the plant and building area, toilets, flooring, furni-

ture etc. They were also attending work of valve operators. Most of them work for more than 10 years and some are working for more than 20 years. The work of sweeping, cleaning and dusting, valve operators and helpers is of permanent and perennial nature.

(65) Both the 2nd Parties state that, Government of India considered the position and issued the Notification dated 9-12-1976 under Section 10 of the Contract Labour (A & R) Act, 1970 and thereby prohibited the employment of contract system in the process of cleaning, sweeping, dusting etc. in the premises of the 1st Party. The decision was taken by the appropriate Government i.e. by Central Government. Since these workers are working in the premises of the 1st party and attending work of permanent and perennial nature without which 1st Party cannot function it require to treat them as permanent employees.

(66) The permanent employees who are doing work of similar type are getting good salary which is above Rs.20,000 per month. Against that workers of both 2nd Parties are getting salary of about Rs. 3000 to 4000 without other benefits which are extended to its permanent employees. These are not getting over time, medical benefits and other facilities as extended by the 1st Party to the permanent employees working in the same post.

(67) The workers involved in the Reference were not listed in Writ Petition No. 367 of 1996 where Hon'ble Bombay High Court directed 1st Party to abolish the contract labour system in respect of jobs covered under the said Notification and treat them as permanent employees. Since these workers were not in the enlisted in that list which was considered by the Hon'ble Bombay High Court while disposing off the Writ Petition No.367 of 1996, these workers involved in the Reference were deprived of the said order. So by these pleadings both 2nd Party i.e. 2nd Party No.1 i.e. General Employees Association and employees of Kamagar Karamchari Sangh pray that, they be regularised as permanent employees of the 1st Party whose names are given by them i.e. by Association at Exhibit 'A' and by BKKM at Annexure "A".

(68) This is disputed by the 1st Party by filing written statement initially at Exhibit 9 and then at Exhibit 49 making out the case that, subject matter of the Reference is not maintainable. Employees involved in the reference are not employees of the 1st Party. Since they are not employees of the 1st party they cannot fall under the definition of Section 2(s) of the Industrial Disputes Act, 1947 and cannot be called employees unless and until they are employees of the 1st Party they cannot raise the dispute. Besides they have made out the case that, there is no 'employee' and 'employer' relationship between the 1st Party and the members of the 2nd Party i.e. General Employees Association and BKKM.

(69) We are considering the dispute raised by the both 2nd Party, the case of these workers involved in the

Reference and their relationship with the 1st Party.

(70) To prove that, 2nd Party placed reliance on the evidence of D.N. Vidhate, General Secretary of General Employees Association, who filed affidavit at Exhibit 35 in lieu of examination-in-chief stating that, the workmen who are involved in the Reference are the members of the Association and are working with the 1st Party. They are discharging the duties as of permanent employees. It is their case that, there is no difference between the work given to permanent employees of the 1st Party of the cadre of Sweeping, cleaning plants, dusting of the premises and building area, flooring, toilets etc. in the building of the 1st Party and the workers involved in the Reference. He contends that, the employees involved in the Reference are getting much less salary than the regular employees who are doing same type of work. In the cross this witness states that he has no idea whether contractor through whom these workers are working have contract licence under the Contract Labour Act. He states that, 1000 contract labours are working with HPCL. He states that, said contract labourers are the only members of the Unions. He admits that no any permanent employee is the member of the Association. He states that, Identity Card is issued by the 1st Party to the workers. He admits that, the concerned workmen are not the members of the HP Karamchari Union. He also admits that, the said Union did not support the claim of these workers who are demanding regularization being the contract workers. Against that, Management examined its witness Manekar Aravind Digambar by filing his affidavit in lieu of examination-in-chief at Exhibit 63 and he states that, General Employees Association is representing contract workers. He states that, no appointment letter was given by HPCL to the workers involved in the Reference. He states that, the contractors engaged by 1st Party are governed by Contractors Act and they are not engaged for the purpose or depriving the workers benefits of permanency. He states that, all these Contractors have their own statutory records in relation to their workers e.g. attendance registers, wages registers, leave registers, Provident Fund Registers, and ESI Registers etc. He states that, officers of the 1st party is not having control over the employees of these 2 Unions. He states that members of these 2 Unions and permanent employees did not work in one team. In the cross this witness states that workers involved in the Reference of these 2 Unions are working for 1st Party. He admits that, they are attending work for 1st Party. He admits that, there is no complaint about work of these workers of these 2 groups. He admits that, these workers are doing work of 1st Party in the premises of the 1st Party. He admits that, workmen involved in the reference were working in the same department but doing different work. He admits that, these workers are paid less than permanent employees. He admits that, work of House keeping is done in two shifts. He admits that, workers working on the post of house keeping are also getting over

time. When question was put to him, what he has to say about the permanency of the workers involved in the reference to make them permanent is just and reasonable to which he answered that, "it depends on Government policy". He admits that, number of contractors are changed from time to time. He admits that, these contractors are changed but the same group of workers are working with the different contractors continuously on their work. He admits that, he cannot name any of the supervisor of the contractor who supervise the work. He also states that, he did not remember the name of supervisor of the contractor. He also admits that, he has no evidence to show that Contractors are frequently visiting the work place and entering the Company's premises for the contract work to supervise the work of the workers who are working under them. He admits that, he did not know whether the work of the Valve Operator is skilled job. He states that, he cannot give the skill possessed by any of the contractors engaged by the Company. He admits that Management has to decide the location of the work of the contractor. He admits that, after completion of the work by the contract workers, certificate to that effect is issued by the managerial person of the 1st Party. He admits that, he has no knowledge of the procedure followed in processing the contract and accepting it. He admits that, it is duty of the Management to see that, the payment is made to the workers, for that a person is deputed by the Management. He states that, he has not seen the contractor visiting the site. He named one V. Kumar, Contractor who visited the site.

(71) So this is the evidence led by both on the point of relationship of these workmen, nature of their work and stand taken by 1st Party about the status of the employees.

(72) The evidence referred above and more precisely evidence of the Management clearly shows that, they have no evidence to show and prove that, number of contractors are working there. They have no evidence to show that, supervisor of contractors are visiting the site to supervise the work and he cannot name any supervisor, other than V. Kumar. He admits that these workers are working for 1st Party on the premises of the Management for the contract work of 1st Party. He also admits that, the workers who are involved in the Reference are getting less salary than the salary of the permanent employees who are doing similar type of work. Though he named one Contractor V. Kumar but it is pertinent to note that, the Management has not examined any of the Contractor to support that really they are contract workers and they are not concerned with the 1st Party.

(73) Evidence brought on record reveals that, these concerned workers of 2 Groups are working for more than 20 years and the members of the Union i.e. General Employees Association are claiming that they are working for more than 10 years whereas BKMM is claiming that,

they are working for more than 20 years. As far as this working period of these two groups of workers is concerned, it is not disputed by the 1st Party. When they are working for such a long period and when they are attending work of permanent and perennial nature which is not disputed by the 1st Party and when management is unable to show they are contract workers of particular contractor definitely the period claimed by them in working with the 1st Party qualify to treat them as employees of the 1st Party and call these workers or as employees of the 1st Party under the provisions of Industrial Disputes Act, 1947. It is not the case of the 1st Party that, they are not concerned at all with the employees involved in the reference. The mere stand of the 1st Party is that, they are contract workers and since they are not on the establishment of the 1st Party they cannot be its 'workmen'. But here 'workman' can be called when he works for more than 240 days in a calendar year and when they attend permanent and perennial nature of work and when they work on the premises of the employer and when he is paid by the actual/principal employer in that case, he should be called as 'employee' of the principal employer and can not be excluded from the definition of the workman. All this shows that, there is 'employee' and 'employer' relationship between the concerned workmen and the 1st Party and that, the said relationship is proved by both the sections of the workers. Besides citation referred by Association's Advocate Mr. Jaiprakash Sawant:

- i) published in 1978 II LLJ page 397 SC (Hussainbhai, Calcicut vs. A lath factory Thozhilal Union);
- ii) published in 1995 I CLR page 529 (Kerala State Coir Corporation Ltd. v/s. Industrial Tribunal);
- iii) published in 2003 II CLR page 418 Management of Angarpatra Colliery of Bharat Cooking Coal Ltd. v/s., Presiding Officer, Central Government Industrial Tribunal No. 2.

support the stand of both the groups who are claiming as its employees and permanency or the concerned workmen with the 1st Party.

(74) In view of the discussions made above I conclude that, the workers involved in the Reference are falling under the definition of Section 2(s) of the Industrial Disputes Act, 1947. They also succeed in showing the relationship of 'employee' and 'employer' with the 1st Party So accordingly I answer these issues to that effect.

ISSUE NO. 2 :

(75) 1st Party took stand that, Reference is not maintainable under Section 2(k) of the Industrial Disputes Act, 1947 since workers involved in the reference are not the workers of the 1st Party. It is also contended by the 1st Party that, the Reference be rejected for want of jurisdiction as no dispute is raised by the workmen of the employer under section 2(k) of the Industrial Disputes Act, 1947. But

here evidence discussed above reveal that, these workers are working on the establishment of the 1st Party. It also reveals that, they are working for 1st Party, and they are working for more than 10 years i.e. the first group of Union and for more than 20 years for second group of Union. This period is not disputed by the 1st Party. The main stand of the 1st Party is that, they are working with the Contractor and said burden which was on 1st Party is not proved by the 1st Party. When 1st Party admits that, they work with the 1st Party or that they are working for 1st Party on the premises of the 1st Party under the supervision of the 1st Part, I am of the opinion that, they are employees of the 1st Party as required under section 2(k) of the Industrial Disputes Act, 1947. So I answer this issue to that effect.

ISSUE NO. 4 & 5:

(76) Both the groups involved in the reference of the workers took stand that, the contract between the 1st Party and the various contractors is sham and bogus and camouflage, we have to see whether contract between the 1st Party and alleged contractors is sham and bogus or camouflage as claimed by the Association and BKMM? Here 1st Party examined only one witness referred above for all these who unable to point out name of the contractor and name of the supervisor of the contractor who supervise the work of these workmen. He unable to point out or able to give names of any supervisor or of the contractor other than V. Kumar the contractor. He has given only one name. Even that V. Kumar is not examined by 1st Party to show that really he is contractor. Besides no other contractor is called or examined by 1st Party to show really there are such and such contractors and they took contract for such and such period. Even copy of single contract is not produced and no witness on that point examined. When case of the 2nd party is that, large number of contractors are changed same group of workers are continued and when there is no name of any of the contractor is taken by 1st Party either in the written statements nor in the evidence and no name of such contract is examined and no any such contract is produced to show that really there were such contractors and these workers work for that contractor. In my considered view case made out by the 1st Party that the workers of both the groups are contract workers has no meaning

(77) 1st Party admits that, these workers are working for first Party. 1st Party admits that, they are working on the floor of the 1st Party. It is not disputed by the 1st party that, work done by them is of perennial nature. No specific case is made out by the 1st Party that, work done by these workers is not related with 1st Party.

(78) The stand taken by that, the activities of these worker is not related with the production of the 1st Party so they are not concerned with the 1st Party and for that

they cannot be employees of the 1st Party. But according to me work of cleaning, dusting is equally important. When there are workers working for more than 1000 on the permanent establishment of the 1st Party, then question will arise who will maintain the premises and with whose help? We know that, Municipality has to do number of things. They are discharging number of important duties and activities like providing medical facility by opening hospitals, by funding such hospitals to enable such hospitals to serve the citizens and to serve poor persons of the city. They are doing work of cleaning roads. They are also doing work of constructing roads, fly over and providing lights in the city. So when number of things are there, how it can be said that, sweeping or cleaning cannot be part of the work of the Management. Such Municipality though it is doing other work like construction and providing education, medical facilities. If we apply same analogy with the case of the HPCL which is a refinery and that, though admittedly these employees are not directly concerned with the production of 1st Party but still they are presently working on the floor of the 1st Party and are doing work of cleaning, dusting, etc. otherwise it will not be possible for the Management to maintain the area or factory premises neatly and in workable position. When there are more than 1000 permanent employees working on the premises of the 1st Party definitely such services are required for cleaning, dusting and maintaining such premises in proper way. It is not the case of the 1st party that, the said entire work is done by the third party. Some permanent employees are doing same work. It is the case of the 1st Party that, the said work is done by these workers through contractors but no such contract is produced in any sample form to prove it and has produced on record to accept the case of the 1st Party. Even witness of the 1st Party admits that, though contractors are change group of workers are the same since years together. Even witness admits that, these workers get less salary than the permanent workers of the 1st Party and that the permanent workers get the salary of about Rs.2000 per month whereas these workers get salary of Rs.3000 to 4000 per month. They workers are not getting other permanency facilities as are extended to its permanent workers.

(79) So submissions of the both the Unions that, the concerned workmen are working for the 1st Party, through the Contractors, and they are exploited and compelled to work on a meager salary of Rs.3000 to 4000 per month. Whereas same type of work is get done by the 1st Party from permanent workers by paying them salary of more than Rs. 20000 per month.

(80) If we consider all this coupled with the case made out and proved by both the Unions that, the contractors are bogus, sham and camouflage and when no specific case is made out by the 1st Party about contractors, I am of the opinion that, workmen of the 2nd Party's, (both) the Unions, involved in the Reference must be regularized.

(81) Besides, Advocate for the 2nd Party, Association submitted that, by Notification dated 30-1-1996 Government of India, prohibited contract labour in the work specified in the Schedule i.e. in the area of a Refinery of cleaning, sweeping and dusting. This is not disputed by the 1st Party. Even it is not the case of the 1st Party that, there is no such prohibition put by the Government of India, prohibiting contract labour in the area of Refinery to work as sweeping, doing cleaning and dusting work.

(82) When Government of India by its policy which is reflected from the Notification dated 30-1-1996 where contract workers are prohibited in the area of Refinery to do the work of cleaning, sweeping and dusting in my considered view 1st Party must consider these employees as its permanent employees and must provide and extend the benefits which they have been giving to its permanent employees of the same cadre and of the same status. So I answer this Issue accordingly.

(83) In view of the above when both 2nd Party succeeds in showing that, workers involved in the Reference are to be treated as permanent employees of the 1st Party, they are doing work of 1st Party which is of permanent and perennial nature, I am of the view that, these employees must get benefit as is extended to the permanent employees of HPCL who are doing same type of work. So I conclude that, employees involved in the reference of both Unions must be continued by extending benefits including monetary and others which are given to the permanent employees of the Management who are doing similar type of work as done by the employees involved in the Reference.

ISSUE NO. 7:

(84) Second Group of workers by Application at Exhibit 35 request to add them as necessary party. It is their case that its members are also to be benefited since some of its members are working with the 1st Party. Besides they have taken contentions that, they have submitted Charter of Demands with the 1st Party and for that there is separate Reference on failure report of appropriate forum and said Reference is pending which is numbered as 128 of 2001 (actually said number is wrongly mentioned as '128 of 2002' which ought to have been 120 of 2001). When Charter of Demand is the subject matter in one of the Reference i.e. Reference No.CGIT-2/120 of 2001 which is pending, in my considered view, this Court is not supposed to consider said here since it affects by principles of res judicata. Said question of charter of demands is the subject matter in Reference No.120 of 2001, When it is the subject matter of Ref. No. 120 of 2001 admittedly the workers involved in these proceedings cannot request to consider it here and in my considered view said demand cannot be considered with this Reference which is for adjudication. So I conclude that, the prayer of BKKM on "Charter Demand" cannot be the subject matter of the reference

at hand and cannot be decided with this Reference. So I answer this Issue in negative.

(85) In view of the discussions made above I am of the considered view that, prayer of both the group of employees require to allow. Hence, the order:

ORDER

- (a) Reference is allowed;
- (b) Members of both the Unions i.e. Members of General Employees Association, who are included in the list at Annexed at Exhibit 'A' to the Claims Statement filed at Exhibit 4 and Members of BKKM; whose list is annexed by BKKM at

Annexure 'A' of Statement of Claim at Exhibit 48 are treated as permanent employees of the 1st Party with the directions to the 1st Party to extend all the benefits including monetary benefits which is given to permanent employees who are doing same type of work and who are posted on the same post including these employees involved in this Reference.

- (c) No order as to its costs.

A. A. LAD, Presiding Officer

Bombay,
6th February, 2009.

LIST OF CONTRACT WORKMEN

Sr. No.	Name of Worker	Designation	Department	Date of Joining	Name of Joining Contractor	Present Contractor	Nature of Work
1.	S. Annadurai	Sweeper	OMCC Seapartor	1990	H.M. Construction	Jaysons Services	Valve Operator
2.	M. Chidambaran	Cleaner	Minas II	1993	Sataury Constn.	V. Enterprises	Housekeeping & Plant area
3.	M. Jaybalan	Cleaner	Minas II	1993	Saburkhan	Jaysons Services	Sample Carrier
4.	K. Appadurai	Cleaner	Minas II	1993	Satguru Constn.	V. Enterprises	Housekeeping & Plant area
5.	B. S. Mahadik	Sweeper	Seperator	1989	H.M. Construction	Jaysons Services	Valve Operator
6.	Ali Asgar Hasan Raja Khan	Sweeper	Asphalt site B	Feb.92	P.J. Thakkar	Jaysons Services	Valve Operator
7.	Jitendra Ghodke	Sweeper	Asphalt site B	1992	P.J. Thakkar	Jaysons Services	Valve Operator
8.	Gorekh Rao	Sweeper/ Cleaner	Asphalt site B	1991	P.J. Thakkar	Jaysons Services	Valve Operator
9.	Prakash Sawant	Sweeper/ Cleaner	Asphalt site B	1991	P.J. Thakkar	Jaysons Services	Valve Operator
10.	Jairam L. Rao	Sweeper/ Cleaner	Asphalt site B	Jul.-1992	P.J. Thakkar	Jaysons Services	Valve Operator
11.	Bappu Gadkari	Sweeper/ Cleaner	Asphalt site B	May.-1985	Laxmi & Co.	Jaysons Services	Valve Operator
12.	Rambal M. Rao	Sweeper/ Cleaner	Asphalt site B	1992	P.J. Thakkar	Jaysons Services	Valve Operator
13.	Chotelal S. Rao	Sweeper/ Cleaner	Asphalt site B	Sept.-1993	P.J. Thakkar	Jaysons Services	Valve Operator
14.	Bechan L.Parsad	Sweeper/ Cleaner	Asphalt site B	Sept.-1991	P.J. Thakkar	Jaysons Services	Valve Operator
15.	Purshottam Jaiswal	Sweeper/ Cleaner	Asphalt site B	Sept.-1991	P.J. Thakkar	Jaysons Services	Valve Operator
16.	Rakesh Gupta	Sweeper/ Cleaner	Asphalt site B	1993	P.J. Thakkar	Jaysons Services	Valve Operator

17. Rajesh Gupta	Sweeper/ Cleaner	Asphalt Site B	1993	P.J. Thakkar	Jaysons Services	Valve Operator
18. Santosh A. Daivi	Helper (Maint)	E.E.D.	Oct. 1992	P.J. Thakkar		
19. Anil C. Patil	Helper (Maint)	Light End Unit	Feb. 1992	Jackson Services		
20. Kishor D. Kamble	Plant House- keeping Sweeper	Light End Unit	Mar. 1992	Jackson Services		
21. Prakash H. Mhatre	Plant House- keeping Sweeper	Boiler House	Dec. 1992	Jackson Services		
22. Anil N. Salve	Plant House- keeping Sweeper		Sept. 1992	Jackson Services		
23. Suresh B. Patel	Plant House- keeping Sweeper	Combi. Unit	Apr. 1992	Jackson Services		
24. Shambhu Parsad	Plant House- keeping Sweeper	Combi. Unit	Aug. 1992	Jackson Services		
25. D. J. Mane	Valve Operator	F.R.E.	Aug. 1994	Jackson Services		
26. L. J. Mane	Valve Operator	Combi Unit	Jun. 1994	Jackson Services		
27. M. Arunkumar	Valve Operator	Combi Unit	Nov. 1993	Jackson Services		
28. Karapayya Kannan	Valve Operator	Combi Unit	Jul. 1993	Jackson Services		
29. N. Shekhar	Valve Operator	Combi Unit	Jul. 1993	Jackson Services		
30. Navnath B. Amberkar	Plant House- keeping Sweeper	L/R	Apr. 1993	Dattatay Enterprises		
31. Bhuyaram Patel	Plant House- keeping Sweeper	Minas I	Jun. 1992	P.J. Thakkar & Sons		
32. Namdeo Surve	Helper (Maint)	Omes Area	May 1994	P.J. Thakkar & Sons		
33. C. Manohar	Plant House keeping Sweeper	F.R.E.	May 1994	Good House Keeping		
34. P. Gopalswamy	Plant House keeping Sweeper	F.R.E.	May 1991	Good House Keeping		
35. V. Thangraj	Sweeper	Combi. Unit	Jul. 1993	Jackson Services		
36. G. Kamlakar	Valve Operator	Combi. Unit	Jul. 1993	Jackson Services		
37. S. Armugam	Valve Operator	F.R.E.	Apr. 1993	Jackson Services		

ANNEXURE A

Reference No.: CGIT 2/48 of 2002

List of Workmen:

- (1) Anil C. Patil
- (2) Kishor D. Kamble
- (3) Prakash H. Mhatre
- (4) Anil N. Salve
- (5) Suresh B. Patel
- (6) Shambu Prasad
- (7) D. J. Mane
- (8) L. J. Mane
- (9) M. Arun Kumar
- (10) Anand Karupayya Kannan
- (11) N. Shekhar
- (12) Bhayyaram Patel
- (13) C. Manokar
- (14) Gopal Swamy
- (15) V. Thangaraj
- (16) S. Aruhugam

नई दिल्ली, 19 मार्च, 2009

का.आ. 924.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.पी.पी. कम्पनी लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 8/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/30/2005-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2008) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of I.B.P.Co. Ltd. and their workmen, which was received by the Central Government on 17-3-2009.

[No. L-30012/30/2005-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Case No. 8/2008

Shri Jagjit Singh, S/o Shri Gurudev Singh,
No. 3270, Phase III A, SAS Nagar,
Mohali (Chandigarh)Applicant

VERSUS

The Divisional Manager,
IBP Co. Ltd. D.O.,
1st Floor, Tel Bhawan,
Sector-19-B, Chandigarh.

APPEARANCES

For the workman : None

For the management : Shri N.K. Zakhmi

AWARD

Passed on : 4-2-2009

Central Govt. vide notification No. L-30012/30/2005-IR(M), dated 10-12-2008 has referred the following dispute to this Tribunal for adjudication :

- (1) Whether Shri Jagjit Singh was a workman of IBP Co., Chandigarh w.e.f. 1991 ?
- (2) If so, whether termination of the services of workman is unjustified ? If so, what relief he is entitled to ?

2. The above reference was received in this Tribunal on 16-12-2008 and notice was sent to the workman for 6-1-2009 on the address given in the reference. That notice was received back with the report of the postal authorities that no such person is there on the above address. For ends of justice again notice through Regd. Ad was sent to this very address of the workman for 4-2-2009. Again with the same report of the postal authorities, registered notice received back. The service of the workman is not possible on the address given. Therefore, no purpose will be served to keep this reference pending. In view of the above, the present reference is returned to the Central Govt. as such. Central Govt. be informed.

Chandigarh

4-2-2009

GYANENDRA KUMAR SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 925.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि.ए.पी.ग्रामीण विकास बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 60/2007) को प्रकाशित करती है; जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-12014/01/2009-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the

17. Rajesh Gupta	Sweeper/ Cleaner	Asphalt Site B	1993	P.J. Thakkar	Jaysons Services	Valve Operator
18. Santosh A. Daivi	Helper (Maint)	E.E.D.	Oct. 1992	P.J. Thakkar		
19. Anil C. Patil	Helper (Maint)	Light End Unit	Feb. 1992	Jackson Services		
20. Kishor D. Kamble	Plant House- keeping Sweeper	Light End Unit	Mar. 1992	Jackson Services		
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22. Anil N. Salve	Plant House- keeping Sweeper		Sept. 1992	Jackson Services		
23. Suresh B. Patel	Plant House- keeping Sweeper	Combi. Unit	Apr. 1992	Jackson Services		
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27. M. Arunkumar	Valve Operator	Combi Unit	Nov. 1993	Jackson Services		
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30. Navnath B. Amberkar	Plant House- keeping Sweeper	L/R	Apr. 1993	Dattatay Enterprises		
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ANNEXURE A

Reference No. : CGIT 2/48 of 2002

List of Workmen:

- (1) Anil C. Patil
- (2) Kishor D. Kamble
- (3) Prakash H. Mhatre
- (4) Anil N. Salve
- (5) Suresh B. Patel
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- (14) Gopal Swamy
- (15) V. Thangaraj
- (16) S. Aruhugam

नई दिल्ली, 19 मार्च, 2009

का.आ. 924.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. बी. पी. कम्पनी लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 8/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2009 को प्राप्त हुआ था।

[सं. एल-30012/30/2005-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 19th March, 2009

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[No. L-30012/30/2005-IR (M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Case No. 8/2008

Shri Jagjit Singh, S/o Shri Gurudev Singh,
No. 3270, Phase III A, SAS Nagar,
Mohali (Chandigarh)Applicant

VERSUS

The Divisional Manager,
IBP Co. Ltd. D.O.,
1st Floor, Tel Bhawan,
Sector-19-B, Chandigarh.

APPEARANCES

For the workman : None

For the management : Shri N.K. Zakhmi

AWARD

Passed on : 4-2-2009

Central Govt. vide notification No. L-30012/30/2005-IR(M), dated 10-12-2008 has referred the following dispute to this Tribunal for adjudication :

“(1) Whether Shri Jagjit Singh was a workman of IBP Co., Chandigarh w.e.f. 1991 ?

(2) If so, whether termination of the services of workman is unjustified ? If so, what relief he is entitled to ?”

2. The above reference was received in this Tribunal on 16-12-2008 and notice was sent to the workman for 6-1-2009 on the address given in the reference. That notice was received back with the report of the postal authorities that no such person is there on the above address. For ends of justice again notice through Regd. Ad was sent to this very address of the workman for 4-2-2009. Again with the same report of the postal authorities, registered notice received back. The service of the workman is not possible on the address given. Therefore, no purpose will be served to keep this reference pending. In view of the above, the present reference is returned to the Central Govt. as such. Central Govt. be informed.

Chandigarh

4-2-2009

GYANENDRA KUMAR SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि.ए.पी. प्राप्तीण विकास बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 60/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-12014/01/2009-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the

Industrial Dispute between the management of The A.P. Grameena Vikas Bank, and their workmen, received by the Central Government on 19-3-2009.

[No. L-12014/01/2009-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT HYDERABAD

Present

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated, the 30th January, 2009

Industrial Dispute L.C. I. D. No. 60/2007

Between :

Sri Oruganti Krishna,
S/o Narshimha,
R/o 6-170, Indira Nagar,
Pochampally,
Nalgonda districtPetitioner

AND

1. The Chairman,
The A.P. Grameena Vikas Bank,
Hanumkonda, Warangal.
2. The Branch Manager,
The A.P. Grameena Vikas Bank,
(Old name Nagarjuna Grameena Bank)
Koyyalaguda, Nalgonda district.

3. The Branch Manager,
The A.P. Grameena Vikas Bank,
(Old name Nagarjuna Grameena Bank)
Bibinagar, Nalgonda District.Respondents

APPEARANCES

For the Petitioner : M/s V. Narasimha Roud & V. J.
Vasundara, Advocates

For the Respondent: M/s. K. Srinivasa Murthy, V.
Umadevi & M.V.L. Narsimlu,
Advocates

AWARD

This is a case taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Petitioner filed this petition against his illegal retrenchment on 3-5-2005 by the 2nd Respondent. He has joined the 1st Respondent organization as Messenger cum Sweeper in 1994 and worked continuously. He prayed to direct the Respondents for reinstatement and such other benefits as this court deems fit.

3. Both parties called absent on 30-1-2009, the date for filing of counter and documents. Order sheet transpired

that parties to this case were not attending to the case for last two years, as such, no justification was found to adjourn the case. The case is dismissed in absence of parties. Accordingly a Nil Award is passed.

Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 30th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined

for the Petitioner:

NIL

Witnesses examined

for the Respondent:

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 19 मार्च, 2009

का.आ.926—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक लि., के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय इरनाकूलम के पंचाट (संदर्भ संख्या 21/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-12012/114/2003-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.21/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ermakulam as shown in the Annexure in the Industrial Dispute between the management of Federal Bank Ltd., and their workmen, received by the Central Government on 19-3-2009.

[No. L-12012/114/2003-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. Norbert, B.A., LL. B., Presiding Officer

Tuesday the 17th day of February, 2009

I.D. No. 21/2006

(I.D. No. 39/2003 of State Labour Court, Ermakulam)

Workman : Shri K.S. Stephen,
Kadamangalthan House,
Manjapra P.O.,
Via. Kalady, Kalady-683 581.
By Adv. C. Anil Kumar.

Management : The Chairman,
Federal Bank Limited,
Head Office, Alwaye- 683 101.
By Adv. M/s. B.S. Krishnan,
Associates.

This case coming up for hearing on 10-2-2009; this Tribunal-cum-Labour Court on 17-2-2009 passed the following:

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

"Whether the punishment of dismissal imposed to Sri. K. S. Stephen is appropriate and proportionate to the misconduct of fraudulent transaction as alleged by the Federal Bank Ltd.? If not, what relief is entitled to the workman?"

2. The facts in a nutshell are as follows :- The workman Sri. K. S. Stephen was the Clerk of Federal Bank, Nileswar Branch. On the allegation that he had committed multiple fraud in different SB/CP accounts he was suspended from service and charge sheeted. An enquiry was ordered and he was found guilty of the charges. The disciplinary authority dismissed him from service. Though he filed an appeal he did not succeed. Hence the Industrial dispute.

3. According to the workman the charges are vague and not precise. The Enquiry Officer was a trusted employee of the management and he acted with a biased mind. The findings are perverse and unsustainable. The disciplinary authority without application of mind confirmed the findings of Enquiry Officer and proposed a punishment of dismissal from service. The punishment is highly disproportionate. The disciplinary authority did not take into consideration the clean past record of service of the workman. After the dismissal the workman is out of employment. The workman is not able to get alternate employment due to the stigma in the disciplinary action. The dismissal is illegal and is liable to be set aside.

4. According to the management the workman committed fraud, manipulation of the accounts of various customers and misappropriated money. Credit and balance entries were inflated by prefixing figures and difference was withdrawn and misappropriated. The workman in connivance with customers influenced the branch manager to purchase cheques and the amounts were credited in the accounts of various customers. All the cheques purchased were drawn by Smt. Valsa Paulose, wife of workman in her account maintained in Kasargod District Co-operative Bank. The workman had borrowed a sum of Rs. 87,000 from different persons but did not repay. Without maintaining sufficient funds in the account the workman issued several cheques and all of them returned unpaid. On the basis of the charge sheet issued an enquiry was conducted in compliance with the principles of natural

justice. The workman was defended by an Advocate of his choice. The workman fully participated in the enquiry. The management witnesses were cross-examined and on defence side five documents were marked. However no witnesses were examined. On the basis of the materials on record the Enquiry Officer came to the conclusion that the charges levelled against the workman stood proved. The disciplinary authority had considered the submissions of the workman and assessed the materials on record before concurring with the findings of Enquiry Officer. Considering the gravity of the misconduct the disciplinary authority proposed the punishment of dismissal. The workman was heard before imposing the punishment. The appellate authority was not convinced of the submissions of the workman regarding the allegations and hence the appeal was dismissed. The workman had admitted the guilt in his letter dated 3-2-2000 submitted to the management. The admission was voluntary. The charges are specific and definite. All the necessary particulars were given in the charge sheet. The punishment is proportionate to the gravity of the charges. Therefore, there is no reason to interfere either with the findings or punishment.

5. In the light of the above contentions the points that arise for consideration are :—

1. Are the findings sustainable ?
2. Is the punishment proportionate ?

The evidence consists of Ext. M1 Enquiry File alone.

6. Point No. 1:—Ext. E5 is the charge sheet dated 5-10-2000. The charges are four-fold :

- (i) The workman made manipulations in various accounts of customers, committed fraud and misappropriated money.
- (ii) 11 cheques were got discounted/purchased at the instance of the workman and the amounts were credited in various customers' accounts. The drawers of the cheques are the workman (in respect of 3 cheques) and his wife (8 cheques).
- (iii) The workman borrowed Rs. 87,000 from one Sri K. V. Sathyam, but failed to repay the same.
- (iv) He issued four cheques to 3rd parties without maintaining sufficient balance amounts in his account. As a result all the cheques when presented by the parties were returned unpaid.

7. The workman sent Ext. E-9 reply dated 29-11-2000 to the charge sheet. However he did not mention anything about the charges but only requested for four documents from the management. The documents required were furnished to him. It was submitted at the outset by the learned counsel for the workman that the workman did not get an opportunity to submit reply to the charge sheet as he was directed to submit reply to the Enquiry Officer rather than to the Disciplinary Authority. Thus without waiting for a reply from the workman enquiry was ordered. But it is to be noted that a joint order was issued by the

Industrial Dispute between the management of The A.P. Grameena Vikas Bank, and their workmen, received by the Central Government on 19-3-2009.

[No. L-12014/01/2009-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT: HYDERABAD

Present

Present : Shri Ved Prakash Gaur, Presiding Officer
Dated, the 30th January, 2009
Industrial Dispute L.C. I. D. No. 60/2007

Between :

Sri Oruganti Krishna,
S/o Narshimha,
R/o 6-170, Indira Nagar,
Pochampally,
Nalgonda districtPetitioner

AND

1. The Chairman,
The A.P. Grameena Vikas Bank,
Hanumkonda, Warangal.

2. The Branch Manager,
The A.P. Grameena Vikas Bank,
(Old name Nagarjuna Grameena Bank)
Koyyalaguda, Nalgonda district.

3. The Branch Manager,
The A.P. Grameena Vikas Bank,
(Old name Nagarjuna Grameena Bank)
Bibinagar, Nalgonda District.Respondents

APPEARANCES

For the Petitioner : M/s V. Narasimha Roud & V. J.
Vasundara, Advocates

For the Respondent: M/s. K. Srinivasa Murthy, V.
Umadevi & M.V.L. Narsimlu,
Advocates

AWARD

This is a case taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Petitioner filed this petition against his illegal retrenchment on 3-5-2005 by the 2nd Respondent. He has joined the 1st Respondent organization as Messenger cum Sweeper in 1994 and worked continuously. He prayed to direct the Respondents for reinstatement and such other benefits as this court deems fit.

3. Both parties called absent on 30-1-2009, the date for filing of counter and documents. Order sheet transpired

that parties to this case were not attending to the case for last two years, as such, no justification was found to adjourn the case. The case is dismissed in absence of parties. Accordingly a Nil Award is passed.

Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 30th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined
for the Petitioner:
NIL

Witnesses examined
for the Respondent:
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 19 मार्च, 2009

का.आ.926-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक लि, के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय इरनाकूलम के पंचाट (संदर्भ संख्या 21/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[स. एल-12012/114/2003-आईआर(बी-1)]

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disciplinary authority framing charges and ordering enquiry. That being the situation there is nothing wrong in directing the workman to submit his reply to the charges to the Enquiry Officer. The enquiry was preceded by an investigation by a senior officer of the bank. Since the management was of the opinion that a *prima-facie* case was made out against the workman a reply to the memo of charges would not have made any difference in disciplinary proceedings. Therefore, the fact that the workman could not submit a reply to the memo of charges to the Disciplinary Authority and the latter proceeded with the enquiry without waiting for the reply of the former, has caused no prejudice to the workman. It was then submitted by the learned counsel for the workman that none of the officers of the bank has identified the disputed handwriting in the records as that of the workman. The submission does not appear to be correct. That aspect will be dealt with later in course of the discussion.

8. The workman admittedly was in SB section during the relevant period in 1999 when the alleged transactions had taken place. The first charge is that the workman had manipulated accounts of five different customers with a view to enrich himself.

(i) (a) According to the management SB account 3550 of Sri. P. K. Gopi was meddled with by the workman during November and December 1999. It is alleged that a cash credit entry of Rs. 200 was posted by the workman in the ledger folio of the customer on 5-11-1999 as per Ext. ME-4 pay-in-slip. Later figure '40' was prefixed to 200 and made it Rs. 40,200. Ext. ME-3 is the concerned ledger folio. Balance in the account before prefixing '40' was Rs. 1791.99. This was altered by pre-fixing '40' to 1791.99 on 08-11-1999 and thus the balance became Rs. 41,791.99. On the same day Rs. 40,000 was withdrawn. Thereafter Rs. 1,000 was deposited on 17-11-1999 through pay-in-slip Ext. ME-6. Subsequently '4' was prefixed to Rs. 1000 and made it 41,000. The balance became Rs. 42,291.99. On 19-11-1999 Rs. 35,000 was withdrawn by Ext. ME-7 cheque. The balance was Rs. 7,291.99. Later the debit amount of Rs. 35,000 was altered to Rs. 25,000 and consequently the balance became Rs. 17,291.99 instead of Rs. 7,291.99. On 09-12-1999 Rs. 5,000 was withdrawn and the balance was Rs. 12,291.99. Later by Ext. ME-10 and 11 pay in slips Rs. 50,000 and 40,000 were deposited. This was done in February, 2000. By that time the fraud was detected and the workman gave an admission letter Ext. ME-12 to the management on 3-02-2000. MW1 is the Investigating Officer. Ext. ME 1 is the investigation report. It contains elaborate details of the fraud and irregularities committed by the workman. MW1 has identified the handwriting of the workman in Ext. ME-3 and other books of accounts (pages 24 and 25 of MW1 in Ext. M1 enquiry file). MW3 is the Manager (Admn.). He has supported the case of the management with regard to this allegation (pages 43 to 47 of MW3 in Ext. M1). He has identified the handwriting of the workman in ledger folio and other records. Ext. ME-90 is letter of the

workman addressed to the Manager of Nileswar Branch on 2-05-2001 wherein he again admits that to six customers he owes some money and he has no objection in deducting those amounts from his salary arrears and *ex-gratia*. The learned counsel for the workman submitted that Exts. ME-12 and 90 letters were not given voluntarily but were obtained by coercion. There is no merit in the contention of the learned counsel. Assuming that Ext. ME-12 was given at a time when the fraud was detected, Ext. ME-90 was given after 15 months when domestic enquiry was going on. There was no occasion at that time for threat or force from the side of management to admit the guilt. If Ext. ME-12 was not given by free will, he could have mentioned it in Ext. ME-90. Hence the contention of the workman that Exts. ME-12 and 90 are not voluntary statements, is unsustainable. MW2 (Assistant Manager) was the checking official and he had checked the entries in the ledger of the account of Gopi (Ext. ME3) and found that the entries were tampered with. MW4 is the Special Assistant. He had also checked the ledger and other books of account and found the discrepancy. Thus the allegation that the workman in collusion with the customer, had committed fraud and misappropriated money, which was later made good when the fraud was detected, stands proved.

(b) The next allegation is that the workman had manipulated the SB Account 5064 of PB Musthafa Koya. According to the management the credit of Rs. 5,500 was altered by the workman to Rs. 25,500 by prefixing '2'. Ext. ME-3 is the account opening form submitted by Musthafa Koya in the bank. Ext. ME-14 is ledger copy of the account of Musthafa Koya. As per Ext. ME-14 on 3-12-1999 Rs. 5,500 was credited and the balance was Rs. 11,048. On the same day the customer withdrew Rs. 3020. So the balance should have been Rs. 8,028. However, the balance struck is Rs. 28,028. It is seen from the credit entry of 3-12-1999 that Rs. 5,500 initially entered in the credit column was altered to Rs. 25,500 by pre-fixing '2' and the balance after withdrawing Rs. 3,020 is shown as Rs. 28,028. The discrepancy is glaring. Had an amount of Rs. 25,500 been remitted to the account on 3-12-1999 then the balance should have been Rs. 31,048. But it is Rs. 11,048. Ext. ME-17 is pass book of the customer. On 11-12-1999 Rs. 20,000 is seen deposited and the same is withdrawn on the same day. This is not reflected in Ext. ME-14 ledger copy. The balance shown in pass book is also not reflected in the ledger. Ext. ME-15 is the cheque by which Rs. 20,000 was withdrawn from the account on 13-12-1999. But as per Ext. ME-17 pass book Rs. 20,000 is seen withdrawn on 11-12-1999. Ext. ME-1 investigation report contains details of the fraud committed in respect of the account. MW1 and MW4 support the case of the management. Exts. ME-12 and 90 admission statements of the worker confirms the allegation. The workman by Ext. ME-16 credit slip had deposited Rs. 20,000 in the account of Musthafa Koya to make good the loss sustained by the customer. Thus the evidence prove the allegation against the workman.

(c) The next allegation is that the workman tampered with the SB Account No. 5411 of Smt A. Ramani. A debit entry of Rs. 60,000 was made in the ledger account on 31-01-2000 without a corresponding debit slip. Ext. ME-19 is the ledger copy. MW1 had verified the account and connected records. But he was not able to find any supportive instrument for the debit entry of Rs. 60,000. According to him the entry in the ledger folio was made by the workman. MW3 Branch Manager has also given evidence in tune with the testimony of MW1. It is for the workman to show that there was an instrument in support of debit entry of Rs. 60,000 as he was in charge of SB section and he had written the ledger folio. In the absence of any contra evidence and convincing explanation from the workman it has to be found that the allegation stands proved.

(d) It is alleged that fraud was committed in respect of SB account No. 6434 of Smt C. Molly Gopi. On 10-11-1999 a credit of Rs. 500 was posted by the workman in the ledger. Later it was altered to Rs. 40,500 by prefixing '40'. The balance which was Rs. 1,840 was altered to Rs. 41,840 by prefixing '4'. On 11-11-1999 Smt C. Molly Gopi withdrew Rs. 40,000 by a cash cheque. The cheque was posted by the workman in the ledger. Ext. ME-22 is the account opening form submitted by Smt Molly Gopi. Ext. ME-23 is the ledger copy. Ext. ME-24 is credit slip for Rs. 500. MW4 the Special Assistant has identified Ext. ME-23 and 24. He had checked the ledger. According to him at the time of checking the credit entry on 10-11-1999 the credit was only Rs. 500 and the balance was Rs. 1840. According to him the alteration was made thereafter. On 22-12-1999 according to the management a bogus credit entry of Rs. 31,000 was made in the ledger folio of the account of the customer on 26-1-2000. That amount was withdrawn by the account holder by self cheque dated 25-01-2000 (Ext. ME-26). MW1, 2 and 4 have identified the handwriting of the workman in the concerned records. Ext. ME-12 and 90 letters of admission further support the allegation. When the fraud was detected the workman remitted Rs. 40,000 by Ext. ME-30 pay-in-slip on 2-2-2000 and Rs. 31,000 by Ext. ME-31 pay-in-slip on 3-02-2000. Thus there is clinching evidence to prove the allegation.

(e) The workman posted a credit of Rs. 6,000 in the ledger of the account of Balakrishnan on 01-11-1999 without a supporting voucher. Ext. ME-33 is the ledger copy. As per the ledger on 3-11-1999 this amount was withdrawn by the party. According to MW1 both entries in the ledger were made by the workman. The amount was withdrawn by Ext. ME-34 cheque. In the cheque in the initial column the workman has signed. Ext. ME-32 is the account opening form submitted by the account holder Balakrishnan. It shows that the worker had introduced the account holder. In Ext. ME-12 the worker admits the guilt. He remitted Rs. 6000 in the account to make good the loss. Thus this allegation also stands proved.

The aforementioned five accounts were meddled with by altering the figures of entries, inflating the balance and withdrawing the difference by fraudulent methods. No evidence was adduced by the defence to controvert the allegations. The Enquiry Officer is justified in recording a finding against the workman.

8. (ii) The next charge is that the workman got 11 cheques discounted at his instance. Out of them three cheques were drawn by the worker and the remaining eight cheques by his wife, on Kasargod District Co-operative Bank Limited. All related entries in records of the bank concerning cheques discounting/purchasing, were made by the workman. The proceeds of the cheques were then credited to various accounts of customers. All the cheques sent for collection got collected after more than a month. It is alleged that the workman deliberately delayed the transmission of cheques for collection. MWs. 1 and 3 have given evidence in support of this allegation. Exts. ME-35, 36, 37, 48, 49, 56, 61, 64, 66, 68, and 69 are copies of covering letters (3C) of CPs. The related credit slips, debit slips, collection books and LCC registers are Exts. ME-38, 39, 40, 41, 42 to 46, 50 to 54, 57, 62, 63, 67 and 70. Exts. ME-74A to E are copies of cheques drawn by Smt Valsala Paulose, W/o workman and discounted. Ext. ME-75 is copy of SB account opening form submitted to Kasargod District Co-operative Bank by the workman. Ext. ME-76 is ledger copy of SB account of the workman in Kasargod District Co-operative Bank. Ext. ME-77 is current account opening form submitted by Smt Valsala Paulose to Kasargod District Co-operative Bank. Exts. ME-78 A to C is ledger copy of the current account of Valsala Paulose in the Co-operative Bank. The records show that all the cheques were collected late by more than one month after they were debited in the Federal Bank. MW1 has given evidence that Exts. ME-35, 36, 37, 48, 49, 56, 61, 64, 66, 68, and 69 covering letters and related credit and debit slips were prepared by the workman. The records are clinching. Since the workman got the cheques discounted it was his concern to get the cheques collected as early as possible. On the contrary there was unusual delay in collection. The beneficiaries of cheque transactions were none other than the workman and his wife. This charge also is supported by enough materials on record.

9. (iii & iv). The next allegation is that the workman had borrowed Rs. 87,000 from one K. V. Sathyan, but failed to repay the same. Though he issued a cheque for the amount it returned unpaid for want of sufficient fund in the account. Similarly three more cheques were issued to 3rd parties. They too returned on account of insufficient fund. The details of cheques, like the amounts, dates of cheques, dates of dishonour etc. are given at page 7 of the enquiry report. Exts. ME-87A & B are copies of relevant pages of cheque return register. Exts. ME-88A & B are also copies of cheque return register. Exts. ME-85 and 86 are ledger copies of SB account of workman in the Federal Bank,

Nileswar. The cheque return register shows that the cheques drawn by the workman returned unpaid. The ledger copies reveal that the workman did not maintain sufficient balance in his account to honour the cheques. Four cheques were issued in March, April and July of 2000. As per ledger Exts.ME-85 and 86 from January, 2000 to 30-08-2000 the balance in his account was below Rs. 5,000. On 31-08-2000 the balance was Rs. 6,023. The cheque amounts are Rs. 87,000, 5,000, 20,000 and 9884. Naturally none of these cheques could be honoured. The reason for return of cheques as per cheque return register 87A, 87B, 88A and 88B is insufficiency of funds. The registers also show that drawer of the cheque is the worker. Cheque No. 57311 dated 4-07-2000 is the cheque issued to Sri K.V. Sathyan. Sathyan had written to the Regional Manager of the Bank complaining about return of the cheque issued by the workman. Ext.ME-80A is the complaint. Ext.ME-80D is cheque return memo. Ext.ME-80C is copy of the cheque. Ext.ME-89 is the Bulletin of Federal Bank. As per Clause-III the employees of the bank are instructed to maintain sufficient balance in their accounts for the purpose of honouring cheques as and when they are presented for payment. The workman has violated the instructions. There is no contra evidence. The workman has not even denied the charge in his reply to memo of charges Ext.ME-9. There is overwhelming evidence to support the charges. I find no reason to deviate from the findings of the Enquiry Officer.

10. The Enquiry Officer has properly analysed the evidence on record to reach the conclusion that the workman is guilty of all the charges.

11. Point No.2 :- The disciplinary authority had heard the workman after proposing the punishment. All the mitigating circumstances submitted by the workman were taken into account. But considering the gravity of the misconduct the workman was dismissed from service. Though an appeal was filed by the workman he did not succeed. According to the learned counsel for the workman the punishment is harsh and excessive. The mitigating circumstances narrated by the workman before the disciplinary authority is that he had served the bank for 17 years. He had an unblemished past record. His wife and child are sick and his parents are aged. Employment in the bank was the sole source of income to look after his family. There is no chance of getting an alternate employment due to the nature of punishment. In the wake of manifold and multiple fraudulent activities and misappropriation of money these circumstances cannot weigh with the punishing authority in fixing the quantum of punishment. His honesty is shattered and integrity is lost. The bank cannot retain such a person in service. In the circumstances no leniency in the matter of punishment is warranted. Therefore I refrain from interfering with the punishment.

In the result an award is passed finding that the action of the management in dismissing the workman from service is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the official gazette. Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 17th day of February, 2009.

P.L. NORBERT, Presiding Officer

Appendix

Witnesses for the workman - Nil

Witnesses for the Management - Nil

Exhibit for the workman - Nil

Exhibit for the Management -

M1 - Enquiry file.

नई दिल्ली, 19 मार्च, 2009

का.आ. 927-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 47/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-12011/11/2007-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 19-3-2009.

[No. L-12011/11/2007-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ATHYDERABAD

Present :

SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 2nd day of February, 2009

Industrial Disput No. 47/2007

BETWEEN:

The General secretary,
SBI Workmen Union, Hyderabad Circle,
Regional Office, 308, Pavani Linganapet Estate,
St. No. 8, Himayathnagar,
HyderabadPetitioner

AND

1. The Dy. General Manager,
Circle Development Officer,
State Bank of India, Local Head Office,
Hyderabad.

2. The Dy. General Manager,
State Bank of India, Hyderabad
Zonal Office, Module-I
Secunderabad. Respondents

APPEARANCES:

For the Petitioner : M/s. G. Vidya Sagar & P. Sudheer Rao, Advocates

For the Respondent: M/s. B. G. Ravindra Reddy, P. Srinivasulu & Y. Ranjeeth Reddy, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12011/H/2007-IR (B-1) dated 18-9-2007 referred the following dispute under Section 10 (1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India, Hyderabad in transferring Sri K. Revinder Reddy, senior assistant who is of 58 years age, from Secunderabad branch is proper and justified ? If not, to what relief he is entitled ?"

The reference is numbered in this Tribunal as I.D. No. 47/2007 and notices issued to the parties.

2. On 2-2-2009, Petitioner is absent while Respondent's counsel present. Petitioner has not filed claim statement after appearance. It appears that Petitioner is not interested to pursue the case. As such, this case is closed. Hence, a Nil Award is passed in absence of claim statement. Transmit.

Dictated to Smt.P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 2nd day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner NIL

Witnesses examined for the Respondent NIL

Documents Marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 19 मार्च, 2009

का.आ. 928-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थन रेलवे के प्रबंधतंत्र के संबंध मिफेस्कर्सों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकारण चांडीगढ़ नं.-1 के पंचाट (संदर्भ संख्या 93/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-41012/214/1995-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 928—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.93/1997) of the Central Government Industrial Tribunal-cum-Labour Court, No.-1 Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Northern Railway, and their workmen, received by the Central Government on 19-3-2009.

[No. L-41012/214/1995-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I
CHANDIGARH**

Case No. I.D 93/97

The President Northern Railway Workers Union, 49/69, Harpal Nagar, Ludhiana.

..... Applicant

VERSUS

The Divisional Railway Manager, Northern Railway, Firozpur (Punjab)

..... Respondent

APPEARANCES

For the Workman : Sri B.N. Sehgal

For the Management : Sri N.K. Zakhmi

AWARD

Passed on : 18-2-2009

Government of India vide notification No.L--41012/214/95-IR(BI), dated 21-1-97 referred the following industrial dispute for adjudication to this Tribunal:—

"Whether the action of the Management of Northern Railway in stopping three increments of Shri Bakshi Ram, Asstt. Station Master is legal and Justified ? If not, to what relief the concerned workman is entitled to?"

I have gone through the entire materials on record.

So far as the enquiry part is concerned, it was a minor punishment awarded to the workman and as per the rules of Railway Department a notice was served upon the workman. No doubt, it is the contention of the workman that he was not properly informed, but the circumstances proved that he was having all the information about the

charge sheet served upon him by the management. He has not replied to the notice and charge sheet. No doubt, once again, the workman has stressed that he replied the charge sheet. In his cross-examination dated 17-11-08, he has stated that he replied the charge sheet to SS, Ludhiana. He has further stated that he has not attended the proceedings. As he has replied the charge sheet (no doubt the reply is not on record), it proved that workman was having full knowledge of the proceedings against him. Thus, I am of the view that management has rightly conducted the enquiry as per prescribed rules for minor punishment and there has been no violation of any rules of principle of natural justice of the workman.

So far as the punishment part is concerned, I am of the view that punishment awarded by the management was not practically possible to implement and under such circumstances the Tribunal should be cautious on quantum of punishment. It is true that whenever any Tribunal or Court hold that enquiry is legal, valid and there has been no violation of rules of principle of natural justice, there is very limited scope available to the Tribunal/Court to interfere in the punishment awarded to the workman. In this case, the punishment awarded by the management cannot be implemented and the fact of impossibility of implementing the punishment gave a rise to the Tribunal to interfere in the punishment awarded by the management.

The prescribed authority has awarded the punishment of stoppage of three increments. The workman retired after two years. Thus, it was not possible to implement the complete punishment awarded to the workman.

On the other hand, stoppage of three increments was to be effected only for three years. It could not have been possible because in second year the workman retired and the punishment awarded to him was automatically changed to the stoppage of two increments with cumulative effect. These compelling circumstances and automatically changed the nature of punishment awarded to the workman also afforded the opportunity to this Tribunal to interfere in the punishment awarded to the workman. This change of punishment has also affected the right of the workman to get the pensionary benefits as per rules of the department.

As stated earlier, this impossibility of executing the punishment awarded by the management gave an opportunity to this Tribunal to interfere in the punishment awarded to the workman. Considering the nature of misconduct, as admitted to the management that it was very minor one, I am of the view that punishment of warning should have been an appropriate punishment so that the workman should not suffer to his another statutory right to get the pensionary benefits as per rules of the Railway Department. It was not the intention of the disciplinary authority to interfere in any right of pensionary benefits while awarding the punishment to the workman. It was

change of nature of punishment by compelling circumstances that the right of pensionary benefits was also affected. The disciplinary authority overlooked it while awarding the punishment to the workman.

Accordingly, I am herewith setting aside the punishment awarded by the management (disciplinary authority) to the workman and substituting the same with the punishment of warning. The management is directed to do the needful regarding all the pensionary benefits of the workman within one month from the date of publication of the award. The workman will also be entitled for the increments which were stopped by the management in execution of the punishment awarded to the workman. Accordingly, this reference is disposed of. Central Government be approached for publication of award, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 मार्च, 2009

का.आ. 929—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ नं.-1 के पंचाट (संदर्भ संख्या 169/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2009 को प्राप्त हुआ था।

[सं. एल-12012/140/1996-आईआर(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th March, 2009

S.O. 929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.169/1997) of the Central Government Industrial Tribunal-cum-Labour Court, No.-1 Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 19-3-2009.

[No. L-12012/140/1996-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRAKUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I.D 169/97

Shri Kuldeep Singh, S/o Shri Raghbir Singh, V & PO-Jakhara, The : Jawali, Distt. Kangra (H.P)

..... Applicant

Versus

The Deputy General Manager, State Bank of India; Zonal Office, Lower Lakkar Bazar, Cart Road, Shimla.

..... Respondent

APPEARANCES

For the Workman : Shri J. P. Singh
 For the Management : Shri Vinod Mahendru

AWARD

Passed on : 17-2-2009

Government of India vide notification No.L-- 12012/140/96-IR(B-I), dated 4-9-97 referred the following industrial dispute for adjudication to this Tribunal:—

“Whether the action of the Management of SBI in terminating the service of Shri Kuldeep Singh S/o Shri Ragubir Singh, Ex-Driver-cum-messenger w.e.f. 31-1-92 is just and legal. If not, to what relief the workman is entitled to and from which date?”

On perusal of the pleadings and evidence of the parties, the main question for adjudication before this Tribunal is whether the management has rightly presumed the workman voluntarily retired from the services as per Para 16 of the bipartite settlement applicable to both of the parties? It is not disputed that workman was working as a driver with the management of the bank till 31-1-92. The workman absented himself from the services of the bank w.e.f. 6-4-91. He submitted his first leave application on 1-8-98 after the four months unauthorized absent without any medical certificate. The workman was asked to provide the medical and fitness certificate as required by rules but the workman did not complied with the direction. He was given a memorandum vide letter no. OMX/51, dated 26-7-91, advising him to join duties within 30 days or to produce medical certificate as desired, but he failed to complied with. The workman was again served with the notice on 28-4-91, 7-9-91 and 24-9-91 respectively. On 1-10-91 the workman requested for his transfer to Bharmour on health grounds. But he did not reported for duty nor submitted any medical certificate. The workman was again advised on 4-10-91 and 29-10-91 to join duty on or before 9-11-91. He reported on 9-11-90 but did not produce any medical certificate. Accordingly, in absence of medical certificate he was not allowed to join duty and was further asked to get himself medically examined by the Chief Medical Officer, Ripon Hospital, Shimla on 12-11-91. But he again defied the bank instructions. Management of the bank asked the workman on 4-12-91 to submit the medical certificate from the aforesaid hospital but he did not complied with the said directions of the bank. Final notice was served on 1-1-92 directing him to join the services within 30 days from the date of notice failing which he shall be deemed to have been voluntarily retired from the bank service. As the workman did not reported for the duties he was finally treated to have voluntarily retired from the services of the bank w.e.f. 31-1-92.

The workman raised an industrial dispute and on failure of conciliation proceedings this reference.

Parties were afforded opportunity for adducing evidence oral and documentray.

I have perused the evidence on record. Full opportunity of being heard was also given to the parties.

The main issue, as stated earlier, before this Tribunal is whether the bank has rightly presumed the workman voluntarily abandoned his services under the facts and circumstances of this case?

Para 16 of the bipartite settlement reads as under:—

“Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties, the management may at any time thereafter give a notice to the employee’s last known address calling upon the employee to report for duty within 30 days of the notice, stating, inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank’s service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank’s right to take any action under the law or rules of service.”

On perusal of the Para 16, it is evident that on absent of 90 days, if a 30 days’ notice is given to the employee and the employee is not responding and joining the duties or the respondent on the basis of some cogent evidence is of the view that the workman has no intention to serve the bank, his services will be deemed to be voluntarily abandoned. There is one more requirement in clause 16 of the bipartite settlement that the 30 days’ notice must contain the grounds for the management acting and reaching to the conclusion that the employee has no intention to join duties and furnishing necessary evidence, if available.

It is also the settled principle of interpretation of statute that whenever the language of any statute is plain and simple, no interpretation is required. If the language of any statute, rules or regulation is capable of giving one meaning only, the same meaning will be adopted by the court. The language of clause 16 of bipartite settlement is

very simple and plain. It is capable of having one meaning only. The one meaning is that if after 30 days notice, the workman is turning up and desires to work and to resume the services of the bank, he will be permitted. If he is not turning up then second condition applies. As per the pleadings of the parties and evidence adduced by them, it is clear, and it is the case of the management as well in Para no. 4 of the written statement that on 9-11-91 the workman reported for the duties but he was not permitted to join on account of failure of filing the medical and fitness certificate from a particular hospital. As soon as the workman approached the bank with intention to resume the duties, the management's right to claim benefit of Clause 16 of bipartite settlement was over. I have gone through all the notices served upon the workman. None of the notice contain any grounds that workman has no intention to serve the bank. Every notice required him to resume the duties with medical certificate. It is not the intention of the Clause 16 of the bipartite settlement. If the workman is turning up and he is not complying with the directions regarding medical certificate, it is a misconduct for which any action can be taken after holding the proper, reasonable and fair departmental enquiry.

Learned counsel for the management has relied upon a case law recorded in 2000 LAB. I.C 2326, Syndicate bank Vs. General Secretary Syndicate Bank Staff Association and another. In this very judgment in para no. 15, 17, 18, 19, Hon'ble the Apex Court has held that an enquiry would have been necessary if delinquent had submitted his explanation which was not acceptable to the bank or contended that he did report for duty but was not allowed to join by the bank.

In this case as admitted to the management that the workman reported for duties on 9-11-1991, but was not allowed to join the bank and to resume duties on account of his failure to provide a proper medical certificate. It was not open for the management of the bank under Clause 16 of the bipartite settlement to dispute the cause of absent, if the workman has reported the bank within 30 days of notice. If the management was not satisfied with the explanation given by the workman, who ensure his presence within 30 days, a fair, reasonable and proper departmental enquiry was required which was not done. Accordingly, the workman cannot be presumed to be retired from the services of the bank as he reported for the duties but was not permitted to join. The workman shall be presumed to be in the services of the bank, with permission to the management

to conduct a fair, reasonable and proper enquiry for the cause of his absence. The management of the bank is, accordingly, directed to permit the workman to resume his duties within one month from the date of publication of this award. However, management will be at liberty to hold a fair, reasonable and proper departmental enquiry for alleged absence of the workman from duties. Considering the facts and circumstances of the case, I am of the view that workman will not be entitled for any back wages but he will be entitled for continuity in service and pay protection. The reference is disposed off accordingly. Central Government be approached for publication of award, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 31 मार्च, 2009

का.आ. 930—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और सेजगर मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :

क्रम संख्या	कार्यालय का नाम
1.	क्षेत्रीय कार्यालय, कर्मचारी राज्य बोर्ड निगम, रायपुर
2.	क्षेत्रीय कार्यालय, कर्मचारी राज्य बोर्ड निगम, परबाणू

[सं. ई-11017/1/2006-रा.भा.नी.]

के. एम. गुप्ता, आर्थिक सलाहकार

New Delhi, the 31st March, 2009

S.O. 930—In Pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union), Rules 1976 (as amended 1987) the Central Government here by notifies following office under the administrative control of the Ministry of Labour & Employment, at least 80% Staff where of have acquired working knowledge of Hindi :—

Sl. No. Name of the office
1. Regional Office, ESIC, Raipur
2. Regional Office, ESIC, Parvanoo

[No. E-11017/1/2006-RBN]

K. M. GUPTA, Economic Advisor